

Satisfied
Pg 26 BK M

Kuntz to Devold

This Indenture made this 14th day of September 1912 between John J. Kuntz an unmarried man of Portland Oregon party of the first part, and N.J. Devold of Portland, Oregon party of the second part Witnesseth: That the said party of the first part for and in consideration of the sum of two thousand and five hundred dollars lawful money of the United States to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged does by these presents grant bargain sell and convey unto the said party of the second part and to his heirs and assigns the following described tract or parcel of land lying and being in the County of Skamania State of Washington and particularly described as follows to-wit:

The North half of the Southeast quarter and the south half of the Northeast quarter of section nineteen (19) and the south half of the northwest quarter and the north half of the Southwest quarter of Section twenty (20) all in Township two (2) North of Range five (5) East of W.M. together with all and singular the tenements hereditaments and appurtenances thereunto belonging This conveyance is intended as a mortgage to secure the payment of the sum of two thousand five hundred dollars lawful money of the United States together with interest thereon at the rate of eight per cent per annum from date until paid according to the terms and conditions of a certain promissory note bearing date September 14th 1912 made and executed by said John J. Kuntz payable two years after date to the order of N.J. Devold and these presents shall be void if such payment shall be made according to the agreements thereof. But in case default shall be made in the payment of the principal or interest of said promissory note or any part thereof when the same shall be due and payable according to the terms thereof then the said party of the second part his heirs executors and administrators or assigns may immediately thereafter in the manner provided by law foreclose this mortgage for the whole amount due upon said principal and interest with all other sums hereby secured. In any suit or other proceedings which may be had for the recovery of the amount due upon said note or this mortgage, said party of the second part his heirs or assigns shall have the right to have included in the judgment which may be recovered the sum as provided in said note as attorneys fees to be taxed as part of the costs in such suit as well as all payments which the said party of the second part his heirs or assigns may be obliged to make for his or their security by insurance or on account of any taxes charges incumbrances or other assessments whatsoever on the said premises or any part thereof. In case of foreclosure of this mortgage the party of the second part his heirs or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency upon account of the indebtedness secured hereby including taxes assessments or other lawful assessments after applying the proceeds of the sale of said premises to the payment thereof and to the costs of such foreclosure suit.

In Witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

James January

John J. Kuntz (Seal)

Lewis Garrigus

State of Oregon

County of Multnomah, County, ss. I, Lewis C. Garrigus a Notary public in and for said County and State do hereby certify that on this 14th day of September 1912 personally appeared before me John J. Kuntz to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned. In Witness whereof I have hereunto set my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)

Lewis C. Garrigus, Notary public for Oregon
my commission expires June 15th 1913

Filed for record by N.J. Devold on Sept. 16th 1912 at 8.16 A.M.

A. Fleischauer, Co. Auditor