

Satisfied

Pg 248 BKL

HENDRICKSON TO FOSSE.

THIS INDENTURE WITNESSETH, That Thom Hendrickson a single man, in consideration of One Hundred (\$100.00) Dollars to him in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto John Fosse the following-described premises, towit:

The West one half of the southeast quarter of the Northeast quarter of Section twenty-six (26) in Township Three (3) North of Range eight (8) East of W.M., containing (20) twenty acres more or less, according to government survey,, excepting the following: a one-half interest in the spring, also a right of way across said property following the course of the present skid road.

Together with tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, to have and to hold the same, with the appurtenances, unto the said John Fosse his heirs and assigns forever.

THIS CONVEYANCE is intended as a mortgage, to secure the payment of the sum of One Hundred Dollars, and the interest thereon, in accordance with the tenor of a certain promissory note, of which the following is a copy, to wit: \$100.

Stevenson, Wash., Nov. 16th 1912.

One year after date, for value received I promise to pay to the order of John Fosse One Hundred Dollars with interest thereon payable annually at the rate of 10 per cent per annum from date; and if not so paid, the whole sum of both principal and interest to become immediately due and collectable at the option of the holder of this note. If the interest is not paid when due it shall be compounded with the principal and bear like interest therewith, principal and interest payable in lawful money of the United States. And in case suit is instituted to collect this note, or any portion thereof, I promise to pay such additional sum as the court may adjudge reasonable as attorney's fees, to be taxed as a part of the costs of such suit, for the use of plaintiff's attorney. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

Thom Hendrickson.

Now if the sums of money due upon said promissory note be paid according to the agreement herein expressed, this conveyance shall be void; but in case default be made in the payment of the principal or interest as therein provided, then the said John Fosse or his legal representative may sell the premises above described with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale retain the said principal and interest, together with the costs and charges of making such sale and the surplus, if any there be, pay over to the said Thom Hendrickson his heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.

In witness whereof I hereunto set my hand and this 16th day of November A.D., 1912.

Signed, Sealed and Delivered
in presence of
H. Swisher
E. Swisher

Thom Hendrickson (Seal)

State of Washington.)
County of Skamania.) ss.

I, the undersigned do hereby certify that on this 16th day of November, A.D. 1912, before me personally appeared Thom Hendrickson a single man,

*2. Henry Swisher and Nelson Hestlin mortgage
the land hereby paid and relinquished this
24th day of November 1914. John. Chadwell
Attorney H. Swisher
Co. Auditor*