

## Eyman to Zurcher

This Indenture Made this fifth day of December 1912 in the year of our Lord 1912 between Louis Eymand and H.C.Eyman husband and wife of Cars on Washington, parties of the first part and and Andrew Zurcher party of the second part witnesseth: That the said parties of the first part for and in consideration of the sum of eight hundred dollars lawful money of the United States to them 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 real premises lying and being in the County of Skamania State of Washington to-wit:

Beginning at a point fifteen feet south and thirty feet west of the northeast corner of the Northwest quarter of the Northeast quarter of Section twenty nine township three north of Range eight East of Willamette Meridian running thence west one hundred feet, thence south fifty feet thence east one hundred feet, thence north fifty feet to place of beginning containing one lot fifty feet by one hundred feet, 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 eight hundred dollars with interest hereon at rate of 8 per cent per annum from date until paid according to the terms and conditions of one promissory note bearing date Dec. 5th 1912 made by L Eyman and H.C. Eyman payable to Andrew X Zurcher or order on or before one year after date to the order of Andrew Zurcher and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default shall be made in the principal or interest of said note according to the terms and conditions thereof then the said party of the second part his heirs executors 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 the other sums hereby secured. In any suit or other proceedings which may be had for the recovery of the amount due on either 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 of reasonable attorneys fees to be taxed as part of the costs of such suit as well as all payments which 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 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 remaining due upon account of said indebtedness secured hereby including taxes, assessments or other lawful assessments after applying the proceeds of the sale of said premises above described to the payment thereof and to the costs of such foreclosure suit.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

CA. N. Page

Mrs. F. Foster

State of Washington

Lewis Eyman (Seal)

her

H.C. Eyman X (Seal)

Mark

County of Skamania, ss: I, A. N. Page a Notary Public in and for said County and State do hereby certify that on this fifth day of December 1912 personally appeared before me L Eyman and

H.C. Eyman husband and wife to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their 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 first above written

(Notarial Seal)

A. N. Page, Notary Public for Washington  
residing at X Bessan, Wash

Filed for record by Mrs. A. Zurcher on Dec. 24th 1912 at 8.30 A.M.

A. Fleischhauer, Co. Auditor

Assignment Book N. July  
Page 347.

I hereby cancel this Mortgage this 16 day of Feb 1913  
same having been fully paid and discharged

Wm. J. Melman  
Auditor

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