

Cooks Investment Co. to Duffy

This Indenture made this 1st day of November 1912 between the Cooks Investment Company a corporation duly organized and existing under the laws of the State of Washington, party of the first part, and J.F. Duffy of Portland, Oregon the party of the second part Witnesseth: That the said party of the first part hereinafter called the mortgagor in consideration of the loan hereinafter mentioned does hereby grant bargain sell and convey and warrant unto the said party of the second part hereinafter called the mortgagee and to his heirs and assigns forever the following described real estate situate in the County of Skamania State of Wash. The southwest quarter (SW $\frac{1}{4}$) of the southwest quarter (SW $\frac{1}{4}$) of Section fourteen (14) Township three (3) North of Range nine (9) East of Willamette Meridian; also the Northwest quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of section ten (10) in Township three (3) North of Range nine (9) East of Willamette Meridian, together with all improvements and appurtenances whatsoever now or hereafter upon or appurtenant thereto also all homestead and exemption rights and interests whatsoever now held or which may hereafter be attached to or acquired in said real estate, accruing after any default hereunder. This conveyance is intended as a mortgage of all and singular the above described property to secure the payment of a loan of twenty five hundred (\$2500.00) dollars according to the terms and effect of one promissory note bearing even date herewith numbered one made by the Cooks Investment Company to the order of said mortgagee with interest on said note at ten per cent per annum payable semi-annually said note being payable five years from date. One of the conditions of this mortgage is that the said mortgagee shall release the forty acres last above described from the lien of this mortgage whenever twenty acres of the land included in the forty acres first above described has been put under plow. This conveyance is also intended in like manner to cover and secure all costs attorneys fees insurance and advances which shall properly accrue, be allowed or made hereunder together with interest thereon as herein provided and also to secure performance of all the agreements herein mentioned. If the said note and interest shall have been paid as provided and if all the agreements herein contained shall be kept and performed then these presents shall be void but otherwise shall remain in full force and virtue and effect. The Mortgagor hereby agrees (until full satisfaction of this mortgage) to pay all taxes and assessments upon said property or upon this mortgage or upon said note or indebtedness secured hereby at least ten days before they become delinquent and also to pay all liens upon said property for labor or material within thirty days after same shall be filed. To keep all buildings upon said premises insured against fire to the extent of \$----- in a company or companies acceptable to and for the benefit of the Mortgagee. To keep improvements upon said property in good condition and repair and neither commit or suffer any waste upon said property. That if default is made in any payment or agreement hereunder the mortgagee or any holder of any note secured hereby may make advances therefore. The mortgagee or any holder of any note secured hereby may also take any action and make advances and pay settle compromise or litigate any lien or claim whatsoever as in his or their discretion may seem necessary for the protection of said property or of any indebtedness secured hereby.

All advances for any of said purposes with interest thereon at ten per cent per annum shall become part of the indebtedness secured hereby without waiver if any right arising from any default hereunder and such amounts with interest thereon shall be repaid before any application upon the notes secured hereby. That if default be made in the payment of any interest or principal as they severally become due or in the performance of any of the agreements of this mortgage, then the note secured hereby shall at the election of the holder thereof become due and payable without demand or notice (time being the essence hereof) and this mortgage may then be foreclosed according to law and a receiver for said property with usual powers may be appointed without notice forthwith upon the filing of the complaint