Actuatied pg 228 Bx U

\$850.00

MINTON TO ZINIKER.

THIS INDENTURE WITNESSETH, That Elmer L. Minton and Christina Minton, husband and wife, of Mount Pleasant, Skamania County, State of Washington, in consideration of Eight hundred and fifty Dollars to them in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto Werena Ziniker the following-described premises to-wit: "Beginning at the Southwest corner of the Northeast quarter of section seventeen (17) in township One (1) North of range Five (5) East of the Willamette Meridian and running thence East twenty (20) chains to the Southerst corner of the Southwest quarter of said Northeast quarter of said section Seventeen (17), thence North two (2) chains and fifty (50) links, thence West parallel with the South line of said Northeast quarter of Said Section Seventeen (177), twenty (20) chains, thence South along the center line of the County road two (2) chains and fifty (50) links to the point of beginning, configuring five acres, more or less. also "Beginning at a point two chains and flifty Links (North of the Southwest corner of the Northeast quarter of Section Sevent quarter of Section Sevent quarter (17) in Township Oper (1)X1 North of Range Five (5) East of the Willamette, Merician and running, thence East Twenty (20) Chains, thence North two (2) chains and fifty (50) links, thence West twenty (20) chains, thence South Two \( \frac{7}{2} \) chains and fifty (50) links along the center of the County road to the point of beginning, containing five acres, more or less. Together with tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. to have and to hold the same, with the appurtenances, unto the said Verena Ziniker, her heirs and assigns forever.

THIS CONVEYANCE intended as a mortgage, to secure the payment of the sum of Eight hundred and fifty Dollars, and the interest thereon, in accordance with the tenor of a certain promissory note, or which the following is a copy, towit:

Stevenson, Wash., November, 22, 1912

On or before five years after date for value received we promise to boay to the order of Verena Ziniker eight hundred and fity Dollars with interest thereon payable annually at the rate of 8 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 a case is instituted to collect this note, or any portion thereof, we 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 plaintirr's attorney. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

Elmer L. Minton Christina Minton.

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 Verena Ziniker or her 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 such amount as attorney's fee as the Court shall adjudge reasonable and the