

FOUTS TO FOUTS

THIS INDENTURE, Made this 1st day of April in the year of our Lord one thousand nine hundred and thirteen, between Philetus F. Fouts and Katie Fouts, his wife, parties of the first part, and Darius Fouts, party of the second part:

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Three Thousand and no/100 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, do by these presents Grant, Bargain, Sell Convey and Warrant unto the said party of the second part, and to his heirs and assigns, the following described tracts or parcels of land lying and being in the County of Skamania and State of Washington, and particularly bounded and described as follows, to-wit:

The west half of the southeast quarter and the East half of the southwest quarter of section twenty three (23) township three (3) North of range nine (9) East of Willamette Meridian. Also Lots numbered one (1) two (2) three (3) and four (4) in Block numbered five (5) of the townsite of Cooks, Washington, according to the duly recorded plat thereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Three thousand and no/100 (\$3,000.00) dollars, lawful money of the United States, together with the interest thereon at the rate of seven per cent, per annum from date until paid, according to the terms and condition of one certain promissory note bearing date April 1st, 1913, made by Philetus F. Fouts and Katie Fouts payable on or before five years after date to the order of Darius Fouts and these presents shall be void if such payments be made according to the terms and conditions thereof. But in case default be made in the payment of the principal or interest of said promissory note, or any part thereof, when the same shall become due and payable, according to the terms and conditions thereof, then the said party of the second part, his heirs, executors, 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 the other sums hereby secured.

In any suit or other proceeding 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, executors, administrators or assigns, shall have the right to have included in the judgment which may be recovered, the sum that the court shall adjudge reasonable as attorney's fees, to be taxed as part of the costs in such suit as well as all payments which said party of the second part, his heirs, executors, administrators and 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 the foreclosure of this mortgage, the party of the second part, his heirs, executors administrators or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby, including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof, and to the costs of such foreclosure suit. Insurance on building on Lots 1, 2, 3 & 4 to be insured by parties of the first part in the sum of at least \$1,000.00 to mortgagee.

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	}	Philetus F. Fouts	(Seal)
in the Presence of		Katie Fouts	(Seal)
Raymond C. Sly			
H. Swisher.			