

Satisfied

Pg 165 BK P

MICKLEY TO DUGGAN.

THIS INDENTURE, Made this 22nd day of April, in the year of our Lord one thousand nine hundred and thirteen (1913), Between Hiram S. Mickley and Etta L. Mickley, his wife, of Cape Horn, County of Skamania, State of Washington, parties of the first part, and Walter Duggan, a bachelor, of the same place, party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Fifteen Hundred (\$1500.00) 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 tract or parcel of land, lying and being in the County of Skamania, and State of Washington, and particularly bounded and described as follows, to-wit:

The North half of the Southeast quarter (N. $\frac{1}{2}$ of S.E. $\frac{1}{4}$) of Section Four (4), in Township one (1) North, of Range Five (5) East, of Willamette meridian, containing eighty (80) acres, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

This Conveyance is intended as a MORTGAGE to secure the payment of Fifteen Hundred (\$1500.00) Dollars, lawful money of the United States, together with interest thereon at the rate of six per cent. per annum from date until paid, interest payable annually, according to the terms and conditions of a certain promissory note bearing date April 22nd, 1913, made by Hiram S. Mickley and Etta L. Mickley, payable five years after date to the order of Walter Duggan and these presents shall be void if such payment 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 such additional sum as the Court may 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 indentedness 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.

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
the presence of
E.H. Prindle
Robt. C. Prindle

Hiram S. Mickley (Seal)
Etta L. Mickley (Seal)