

ELLIS TO SHERRILL

THIS INDENTURE WITNESSETH, That Lester M. Ellis and May Ellis, husband and wife, of Stevenson, Washington, in consideration of Seventy 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 George Sherrill the following described premises to-wit: Lot No 9 in Block two, of Cascades addition, to the town of Stevenson Washington, according to the Official Plat thereof, described by Metes and Bounds as follows: Commencing at a point 260 feet north and 298 feet west, of the NE. Corner of Block No 3 of Johnson's addition to the town of Stevenson; thence North 40 ft. thence west 125 feet; thence S. 40 ft. thence E 125 ft; to the place of beginning; being bounded on the east by a 50 ft. st. also lot 8 block 2 Cascades addition to the town of Stevenson, according to the Official Plat thereof, as surveyed by Abner E. Woodruff filed in the office of the County Auditor of Skamania County Washington more particularly described as follows; beginning at a point 298 ft west and 300 ft. north; of the NE corner of Block 3 in Johnson's addition to the town of Stevenson; thence N 35 ft. Thence N 83° 09' 30" E. 125 ft; thence S 50 ft; thence East 125 ft to the point of beginning. 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 George Sherrill his heirs and assigns forever.

This Conveyance is intended as a mortgage, to secure the payment of the sum of Seventy Dollars, and the interest thereon, in accordance with the tenor of a certain promissory note, of which the following is a copy, to-wit:

\$70.00

Stevenson, Wash. October ____ 1913

On or before fourteen months after date, for value received we promise to pay to the order of George Sherrill Seventy 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 case suit 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 plaintiff's attorney. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

Lester M. Ellis
May Ellis

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 George Sherrill or his 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 including a reasonable Attorney's fee and the surplus, if any there be, pay over to the said Lester M. Ellis or his heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.

In witness whereof we hereunto set our hands and seals this 20th day of October A.D. 1913.

Signed, Sealed and Delivered
in presence of
Geo. O. Davis
E.C. Hamilton

Lester M. Ellis (Seal)
May Ellis (Seal)

State of Washington,)
County of Skamania.) ss

I, Geo. O. Davis a Notary Public do hereby certify that on this 20th day of October, A.D. 1913, before me personally appeared Lester M. Ellis and May Ellis husband and

Satisfied
BK M
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