

HAMILTON TO LATOURETTE

THIS INDENTURE, Made this 25th day of October A.D. 1913, between Maggie E. Hamilton and E.C. Hamilton, her husband, parties of the first part, and D.C. Latourette party of the second part, WITNESSETH: That the parties of the first part, for and in consideration of the sum of Six Hundred and Forty-eight Dollars, United States Gold Coin, the receipt whereof is hereby acknowledged, have bargained and sold and do hereby convey unto the party of the second part, the following described real property situated in the County of Skamania and State of Washington, to-wit:

Lots 2, 3, 4, and 5, Block 1; Lots 1, 2, 3, 4, 5, 6, 7, and 10, Block 2; Lots 1, 2, 3, 4, 5, 6, 7, 12 and 13, Block 3; Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14, Block 4; Lots 1, 2, 3, 4, 5, Block 5; all in upper Cascade Addition to the town of Stevenson, according to the recorded maps and plats thereof on file and of record in the Recorder's office of said County.

TO HAVE AND TO HOLD the said premises and appurtenances to the party of the second part his heirs and assigns forever. And the parties of the first part covenant that they are the owners in fee of said premises, and represent that the same are free from all incumbrances and will warrant and defend them against the lawful claims of all persons.

Nevertheless, this conveyance is intended to be a Mortgage upon the premises described, to secure the payment of a certain promissory note of which the following is substantially a copy
\$648.

Oregon City, Oregon, Oct. 25, 1913.

We, or either of us promise to pay to the order of D.C. Latourette Six Hundred and Forty-eight Dollars in Gold Coin of the United States of America, with interest thereon, in like Gold Coin, at the rate of 8 per cent. per annum from date until paid, payable semi-annually for value received; and in case suit or action is instituted to collect this note, or any portion thereof, further promise to pay such additional sum as the Court may adjudge reasonable, as attorney's fees in said suit or action. Principal payable \$20. November 20, 1913 and \$20 on the 20th day of each month thereafter until all is paid, all in two years after date.

P.O.
Due

Maggie E. Hamilton.

E.C. Hamilton

Also given to secure a guaranty this day executed to mortgagee by the mortgagors.

And the payment of said note and the guaranty this day executed by the said first parties to said second part shall render void this conveyance; but in case default is made in the payment of the principal or interest as in said note expressed, when either principal or interest shall become due, then the whole sum, both the principal and interest accrued at the time default is made, shall immediately become due and payable, and the party of the second part may foreclose this mortgage at any time thereafter. And the parties of the first part covenant to pay the sum and interest named in said note & in said guaranty

And it is further expressly agreed between the parties to this Mortgage that if the party of the second part is compelled to foreclose this Mortgage, by reason of the non payment of said note, or any portion thereof, then in addition to the sum bound due at the time of such foreclosure, he shall be entitled to recover such sum as the Court may adjudge reasonable as attorney's fees in said suit or action, in addition to costs and disbursements allowed by the Code of Civil Procedure and the Court making the decree of foreclosure is authorized to include in such decree the sum aforesaid, upon demand of the plaintiff in such foreclosure suit,

It is agreed between the parties hereto that the second party shall release the mortgage covering the aforesaid lots as they are sold upon payment of the following amounts, not to apply on monthly payments above mentioned: