

HENZE TO GREGORIUS.

THIS INDENTURE WITNESSETH, That we George Henze and Minnie May Henze husband and wife in consideration of Five Hundred Dollars to us in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto Nicholas Gregorius the following-described premises to-wit:

Lot Number (2) two in Block number (2) two of Estabrook's Addition to the town of Carson as shown by a plat of the same on file in the office of the County Auditor of Skamania County which is at Stevenson, Washington. 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 Nicholas Gregorius his heirs and assigns forever.

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

\$500.00

Carson, Wash., Nov. 1st 1913.

One year after date, for value received we promise to pay to the order of Nicholas Gregorius, Five Hundred Dollars with interest thereon payable annually at the rate of 10 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.

George Henze
Minnie May Henze

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 Nicholas Gregorius 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 and the surplus, if any there be, pay over to the said George Henze and Minnie May Henze husband and wife their 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 seal this first day of November A.D. 1913.

Signed, Sealed and Delivered }
in presence of }

Oscar O. Anderson
N. H. Nelson }

State of Washington, } ss
County of Skamania. }

George Henze (Seal)
Minnie May Henze (Seal)

I, Joseph Gregorius Justice of the Peace do hereby certify that on this 1st day of Nov. A.D. 1913, before me personally appeared George Henze and Minnie May Henze husband and wife to me known to be the individuals described in, and who executed the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 1st day of November 1913.

Joseph Gregorius
Justice of the Peace, Wind River Precinct
Skamania Co. Washington.

Filed for record by N. Gregorius on Nov. 3, 1913 at 1:30 P.M.

H. Swisher,
County Auditor.

I hereby certify that the above instrument was executed by the parties thereto in my presence and that the signatures thereon are their true signatures.

Given this 1st day of November A.D. 1913.

George Henze

Minnie May Henze

Oscar O. Anderson

N. H. Nelson

State of Washington,

County of Skamania.

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