

SMITH TO MARSHALL

THIS INDENTURE, Made this 15<sup>th</sup> day of December in the year of our Lord One Thousand Nine Hundred Thirteen between W.E. Smith and Mary L. Smith husband and wife of the County of Lewis State of Washington parties of the first part, and F.C. Marshall of Portland, of the County of Multnomah State of Oregon party of the second part, WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Four Hundred Thirty Four & 90/100 Dollars, to us in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold, aliened, released, conveyed and confirmed, and by these presents do bargain, sell, alien, release, convey and confirm unto the said party of the second part, his heirs and assigns forever, all of the West Half of the East Half of Section Twenty Two (22) T. Three (3) North R. Nine (9) East W.M. situated in Skamania County State of Washington containing 160 acres more or less.

Tog~~e~~ with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; and also the estate, right title and interest of said parties of the first part, of, in and to the same TO HAVE AND TO HOLD the hereinbefore granted, bargained and described premises, with the appurtenances unto the said party of the second part his heirs and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of Four Hundred Thirty Four & 90/100 Dollars, in accordance with the tenor of a certain promissory note of which the following is a substantial copy, to-wit:

\$434.90

Portland Oregon Dec 15<sup>th</sup> 1913

For value received, I promise to pay to F.C. Marshall or order, Four Hundred Thirty Four & 90/100 Dollars in Gold Coin of the United States of America, with interest thereon, in like Gold Coin, at the rate of 7 per cent, per annum from date until paid, payable in monthly installments of not less than \$50.00 in any one payment, together with the full amount of interest due on this note at time of payment of each installment. The first payment to be made on the 15<sup>th</sup> day of April 1914, and a like payment on the 15<sup>th</sup> day of each month thereafter until the whole sum, principal and interest has been paid, if any of said installments are not so paid, the whole of said principal sum and interest to become immediately due and collectable. And in case suit or action is instituted to collect this note or any portion thereof I promise to pay such additional sum as the Court may Adjudge reasonable as attorney's fees in said suit or action.

Due \_\_\_\_\_ 19\_\_\_\_

W.E. Smith

At \_\_\_\_\_ Copy \_\_\_\_\_

M. Mary L. Smith

No \_\_\_\_\_

Now Therefore, if the said promissory note, principal, interest and attorney's fees shall be paid when the same shall become due, according to the terms and conditions of said promissory note and of this indenture, then this indenture shall be void, but in case default be made in the payment of the principal or interest, or attorney's fees, mentioned in said promissory or any part thereof, or in case default shall be made in the payment of any sum that may become due and payable, as hereinafter provided, then the party of the second part his executors, administrators and assigns, are hereby empowered to 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 said sale to retain the said principal and attorney's fees and such other sum or sums as may be due hereunder, together with the costs and charges of making such sale; and the overplus if any, pay on demand to the parties of the first part their heirs and assigns, and may pay, discharge and satisfy any and all such taxes street assessments or liens at maturity, and all sums of money thus expended shall at once become due and payable on demand from the said parties of the first part their heirs and assigns, to the said party of the second part his executors, administrators and assigns, and that such payment; as well as the attorney's fees mentioned in said note be and they are

Satisfied  
Bk R  
Pg 258