

FOWLER TO DUFFY.

THIS INDENTURE WITNESSETH, That R.L.Fowler and Mildred Fowler, husband and wife, parties of the first part for and in consideration of the sum of One Dollar to them in hand paid, the receipt where of is hereby acknowledged, have bargained, sold and conveyed and by these presents do bargain, sell and convey unto Mary J. Duffy party of the second part, the following described premises, to-wit: Lots four (4) and five (5) of the OREGON LUMBER COMPANY'S subdivision of parts of Section 14 in Township Three North of Range Nine (9) East of the Willamette Meridian, Washington. Containing forty-two acres, more or less. Together with tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining. To have and to hold the same, with the appurtenances, unto the said Mary J. Duffy, her heirs and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of Two Hundred (\$200.00) Dollars in accordance with the tenor of a certain instrument of writing, of which the following is a true copy to-wit:

\$200.00. Cook, Wash., March 10, 1914.  
 On or before three years after date, without grace, we promise to pay to the order of Mary J. Duffy at Portland, Oregon, Two Hundred Dollars in Gold Coin of the United States of America, of the present standard value, with interest thereon in like Gold Coin, at the rate of 10 per cent. per annum from date until paid, for value received. Interest to be paid semi-annually and if not so paid, the whole sum of both Principal and interest to become immediately due and collectible, at the option of the holder of this note. And in case suit or action is instituted to collect this note, or any portion thereof, we promise and agree to pay, in addition to the costs and disbursements provided by statute, such additional sum, in like Gold Coin, as the Court may adjudge reasonable, for attorney's fees to be allowed in said suit or action.

(Sd.) R.L.Fowler,  
 Mrs. Mildred Fowler.

Now if the sums of money due upon said instrument shall be paid according to agreement therein expressed, this conveyance shall be void, but in case default shall be made in payment of the principal or interest, as above provided, then the said Mary J. Duffy and her legal representatives 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 a reasonable sum as attorney's fees and the overplus, if any there be, paid over to the said R.L.Fowler and Mildred Fowler, their heirs or assigns, and the said parties of the first part, for their heirs, executors and administrators do covenant and agree to pay said party of the second part her executors, administrators or assigns the said sum of money as above mentioned.

Witness our hands and seals this 10th day of March A.D., 1914.

Done in the Presence of  
 O.A.Parry  
 Laura J. Wallace

R.L.Fowler (Seal)  
 Mrs Mildred Fowler (Seal)

State of Washington, )  
 ) ss.  
 County of Skamania. )

Be it Remembered, That on this 10th day of March A.D.1914 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named R.L.Fowler and Mildred Fowler, husband and wife, who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial Seal)  
 Commission expires Nov.8,1914.

Laura J. Wallace  
 Notary Public for Washington,  
 residing at Cook, in said State.

Filed for record by Laura J. Wallace on March 11, 1914 at 8:30 A.M.

H. Swisher,  
 County Auditor.

*I hereby cancel the within mtg. the same has been fully paid & discharged & discharged 30th day of Nov. 1915. Mary J. Duffy*

*Mary J. Duffy*

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