

## MCCARTY TO PAULEY.

THIS INDENTURE WITNESSETH, That F.O.McCarty and Ethel O.McCarty, husband and wife, parties of the first part, for and in consideration of the sum of Five Hundred and no/100 (\$500.00) Dollars in gold coin of the United States of America, to them in hand paid by L.H.Pauley, party of the second part, have Granted, Bargained and Sold, and by these presents do Grant, Bargain, Sell, Convey and Warrant unto the said party of the second part, and to his heirs and assigns, the following described premises, situate, lying and being in the County of Skamania, State of Washington to-wit: Lots twenty-nine (29) and thirty (30) in Block four (4) in the Town of Stevenson according to the official plat of said town now of record in the office of the County Auditor of Skamania County, Washington. Excepting therefrom, however, part of Lot number 29 aforesaid, bounded and described as follows: Beginning at the Southwest corner of First and Russel Streets, thence in a Southerly direction on the west side of Russel Street 25 feet, thence westerly at right angle to said Russel Street 50 feet, thence Northerly at right angles to First Street 25 feet, thence easterly on the South side of First Street to place of beginning, deeded to Bank of Stevenson.

TO HAVE AND TO HOLD, the said premises, with all their appurtenances, unto the said party of the second part, and to his heirs and assigns forever, and the said parties of the first part, for themselves and their heirs, executors and administrators, do hereby covenant to and with the said party of the second part his heirs and assigns, that they are the owners in fee simple of said premises, that the same are free from all encumbrances, and that they will WARRANT and DEFEND the title thereto against all lawful claims whatsoever.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE, and is given to secure the payment of Five hundred and no/100 (\$500.00) Dollars, together with interest thereon at the rate of eight per cent. per annum from date until paid, payable semi-annually, according to the terms of one certain promissory note bearing date May 11th 1914, made by F.O.McCarty and Ethel O. McCarty, husband and wife payable after one year and on or before four years after date thereof to the order of L.H.Pauley. Said parties of the first part hereby agree to procure and maintain at all times, until the debt and moneys hereby secured are fully paid, insurance on the buildings erected, and which may hereafter be erected, upon the above described premises, in some reliable fire insurance company approved by said party of the second part, to the amount of at least \$500.00 with loss, if any, payable to the party of the second part or his assigns, which policy or policies shall be delivered to, and held by, said party of the second part, or his assigns, as additional security for the payment of the debt and moneys hereby secured. Said parties of the first part hereby agree to keep the buildings, fences and other improvements upon said premises in as good condition and repair as the same are now in or may be put into during the continuance of the lien of this mortgage, and shall not commit or permit any waste on said premises until the moneys and debt hereby secured are fully paid.

Said parties of the first part hereby agree to pay and extinguish all taxes, assessments and other public charges which may be levied, assessed or charged upon said premises, or upon this mortgage or the notes hereby secured, prior to such assessment or public charges becoming delinquent, and, also, to pay and discharge all prior liens, claims, adverse title or encumbrances on said premises, so that this mortgage shall be and remain a first lien thereon until the debt and moneys hereby secured are fully paid.

Said parties of the first part hereby agree that in the event they shall fail or neglect to procure and maintain insurance upon said buildings, and make said repairs, and pay and discharge all taxes, assessments and other public charges which may be levied, assessed or charged upon said premises, and pay and discharge all liens, claims, adverse titles and encumbrances on said premises as above agreed, then the said party of the second part, his

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