

GIESE TO PEEBLES

KNOW ALL MEN BY THESE PRESENTS that John Giese and Amelia T. Giese, his wife, do hereby MORTGAGE TO George W. Peebles the following described real property situated in the County of Skamania, State of Washington, to-wit:

The Northwest quarter of the Southeast quarter (NW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Seven (7) Township One (1) North Range Five (5) East of the W.M. containing forty (40) acres of land.

This mortgage is intended to secure the payment of the sum of Five Hundred (\$500.00) Dollars to the said George W. Peebles, mortgagee, according to the tenor and effect of one certain promissory note of even date herewith of which the following is a copy, to-wit:
\$500.00 Vancouver, Wash., Sept. 15, 1914.

Three years after date, without grace, we promise to pay to the order of Geo. W. Peebles at Vancouver, Washington, Five 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 eight per cent. per annum from Sept. 3, 1914, until paid, for value received. Interest to be paid semi-annually after 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. 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.

John Giese

Amelia Giese

The said mortgagors do hereby covenant and warrant to and with the said mortgagee that they are the owners in fee simple of the entire title to the above described real property; that the same is free of incumbrance; that they will pay all taxes and assessments lawfully levied against the said real property or any part thereof before the same becomes delinquent; that they will pay the said sum of money set out above as secured by this mortgage and they consent to a deficiency judgment.

Now, if the said mortgagors shall pay the said sum of money together with interest according to the tenor and effect of the said promissory note and shall keep and perform each and all of the covenants and agreements herein contained, then this mortgage shall be null and void, but in the event of their failure or refusal so to do the said mortgagee his heirs or assigns may have the right to foreclose this mortgage and to sell the said real property in the manner provided by law for the foreclosure of mortgages and out of the proceeds of the said sale take payment of all sums due under the terms of the said promissory note or of this mortgage together with the costs of suit and of sale and pay over the overplus, if any there be, to the said mortgagors.

IN TESTIMONY WHEREOF the said mortgagors have hereunto set their hands and seals this September 15th, 1914.

Executed in presence of

A. L. Dundas

John Giese

(Seal)

H. L. Morris

Amelia Giese

(Seal)

State of Oregon)
County of Multnomah) ss.

I, the undersigned authority, do hereby certify that personally appeared before me this day John Giese and Amelia T. Giese, his wife, to me known to be the individuals described in and who executed the foregoing mortgage and they acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes