

GLASSNER TO POINDEXTER

THIS INDENTURE, Made this 7th day of December in the year of our Lord one thousand nine hundred and fourteen BETWEEN J.U.Glassner a single man, party of the first part, and M.C.Poindexter party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Four hundred and no/100 Dollars, lawful money of the United States, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents Grant, Bargain, Sell, Convey and Warrant unto the said party of the second part, and to his heirs and assigns, the following described tract or parcel of land, lying and being in the County of Skamania and State of Washington, and particularly described as follows to-wit:

West 1/4 of the South 1/2 of the South 1/2 of Section 20 Twp 2 N Range 5 E.W.M. together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Four hundred and no/100 Dollars, Lawful money of the United States, together with interest at the rate of 7 per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date Dec 7, 1914, made by J.U.Glassner payable on or before Dec. 7, 1916 after date to the order of M.C.Poindexter and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default be made in the payment of the payment of the principal or interest of said promissory note, or any part thereof, when the same shall become due and payable, according to the terms and conditions thereof, then the said party of the second part, his heirs, executors, administrators or assigns may immediately thereafter, in the manner provided by law, foreclose this mortgage for the whole amount due upon said principal and interest, with all the other sums hereby secured.

In any suit or other proceedings which may be had for the recovery of the amount due, on either said note or this mortgage, said party of the second part, his heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum of \$ reasonable as attorney's fees, to be taxed as part of the costs in such suit as well as all payments which said party of the second part, his heirs, executors, administrators and assigns may be obliged to make for them or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

In case of the foreclosure of this mortgage, the party of the second part, his heirs, executors, administrators or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby, including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof, and to the costs of such foreclosure suit.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

J.U.Glassner (Seal)

State of Washington)
County of Benton) ss.

L.B.F.Knapp a Notary Public in and for the said State, do hereby certify that on this 7th day of December, 1914, personally appeared before me J.U.Glassner to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for