

CUMMINS TO PATTENGILL.

THIS INDENTURE, Made this First day of July in the year of our Lord one thousand nine hundred and thirteen Between E.M.Cummins and Mary F. Cummins parties of the first part, and Bessie W. Pattengill party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Eighteen hundred Dollars lawful money of the United States, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do 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 tracts or parcels of land, lying and being in the County of Skamania and State of Washington, and particularly bounded and described as follows, to-wit:

Lots 5 and 12 of Seeley's subdivision of the SW $\frac{1}{4}$ Sec.19, Township 37 N. Range 10 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 Eighteen hundred Dollars, lawful money of the United States, together with interest thereon at the rate of 6 per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date July 1st, 1913, made by E.M.Cummins payable in three years after date to the order of Bessie W. Pattengill 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 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, her 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 case of the foreclosure of this mortgage, the party of the second part, her 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 parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in
the presence of

E.M. Cummins (Seal)

Mary F. Cummins (Seal)

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

I, W.F. Cash a Notary Public in and for the said State, do hereby certify that on this 26th day of July, 1913, personally appeared before me E.M. Cummins and Mary F. Cummins to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)
Commission expires July 4, 1914.

W.F. Cash
Notary Public in and for the State of Washington,
residing at Underwood in said County.

Filed for record by E.M. Cummins on July 29, 1913 at 1:15 P.M.

H. Swisher,
County Auditor.

Satisfied
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