

AVARY TO KRIBS

THIS INDENTURE, Made this 25th day of August in the year of our Lord one thousand nine hundred and thirteen, BETWEEN Dr. Thomas C. Avary and Lorena E. Avary, his wife, of Stevenson, Washington parties of the first part, and Fred A. Kribs, of Portland, Oregon, party of the second part;

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Sixty five 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 numbered twenty one (21) twenty two (22) twenty three (23) twenty nine (29) and thirty (30) in Block six (6) of the Town of Stevenson, according to the official plat thereof on file and of record in the office of the County Auditor of Skamania County, Washington, together with the buildings and appurtenances thereunto belonging, also all the furniture contained in the building upon said land (except the personal household furniture of said first parties) including beds, bedding, linen, carpets, kitchen utensils, tables, tableware, chairs and all surgical instruments and equipment used by said Avary in the operation of said building as a hospital, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Sixty five hundred Dollars, lawful money of the United States, together with the interest thereon at the rate of _____ per cent, per annum from date until paid, according to the terms and conditions of a certain promissory note, bearing date August 25, 1913, made by Dr. Thomas C. Avary payable on demand after date to the order of Fred A. Kribs, 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, 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 proceeding 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 \$300. 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 _____ 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. This mortgage is subject to a mortgage for six thousand dollars.

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 Presence of
Raymond C. Sly

Thomas C. Avary (Seal)

Lorena E. Avary (Seal)

Satisfied
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