

HAYDEN TO RIST.

THIS INDENTURE , Made the 1st day of May in the year of our Lord one thousand ninenhundred and fifteen between Peter Hayden, a single man, of Bovill County of Latah State of Idaho party of the first part, and Frank A. Rist of Bovill, County or Latah State of Idaho the party of the second part,

WITNESSETH. That the said party of the first part, for and in consideration of the sum of Two Hundred fifty no/100 Dollars lawful money of the United States, do by these presents, GRANT, BARGAIN, SELL AND CONVEY, unto the said party of the second part, and to his heirs and assigns, FOREVER all that certain real property situate in the County of Skamania and State of Washington, and bounded and particularly described as follows, to wit:

The N.E. $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17 in Township 1, North of Range 5, East of the W.M. containing 10 acres. Together with the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

THIS GRANT is intended as a Mortgage to secure the payment of one certain promissory note of even date herewith, executed and delivered by the said Peter Hayden to the said party of the second part.

(Copy attached)

\$250.00

Copy

Bovill, Idaho, May 1, 1915.

Two years after date, without grace, for value received, I promise to pay to the order of Frank A. Rist at FIRST STATE BANK, IN BOVILL, STATE OF IDAHO, Two hundred fifty no/100 Dollars in lawful money of the United States of America with interest thereon in like money at the rate of ten per cent per annum from date, until due, interest to be paid annually, and if not so paid the whole sum of both principal and interest shall become immediately due and collectible at the option of the holder of this note. And if not paid when due this note shall draw interest thereafter at the rate of twelve per cent per annum until paid, And in case suit or action is instituted to collect this note or any portion thereof, I promise to pay a reasonable attorney's fee in such suit or action.

No. _____

Due _____

Post Office _____

{ 6 Cents revenue stamps
cancelled on original
note

Peter Hayden.

AND THESE PRESENTS SHALL BE VOID, if such payment be made. But in case default shall be made in the payment of the said principal sum of money, or any part thereof, as provided in the said note, or if the interest be not paid as therein specified, then it shall be optional with the said party of the second part, his executors, administrators or assigns, to consider the whole of said principal sum expressed in said note as immediately due and payable and immediately to enter into and upon all and singular the above described premises, and to sell and dispose of the same, according to law, and out of the money arising from such sale to retain the principal and interest which shall then be due on the said promissory note, together with the costs and charges of foreclosure, suit, including a reasonable sum of dollars as counsel fees and also the amounts of all such payments of taxes, assessments, incumbrances or insurance as may have been made by said second part his heirs, executors or assigns with the interest on the same, rendering the over plus of the purchase money (if any there shall be) unto the said Peter Hayden party of the first part his heirs, executors, administrators or assigns.

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

Peter Hayden. (Seal)

Signed, sealed and delivered in the presence of

W.G. Nelson.

Satisfied
BK 0
Pg 52