

SHULTZ TO SHULTZ.

THIS INDENTURE, Made this 1st day of April, in the year of our Lord one thousand nine hundred and sixteen BETWEEN Chas.H.Shultz and Emma Shultz, his wife, of Stevenson, Washington, parties of the first part, and Rex M.Shultz, of Ignacio, Colorado, party of the second part: WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Four 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 tract of parcel of land, lying and being in the County of Skamania and State of Washington, and particularly bounded and described as follows, to-wit:

"Commencing at the Southeast (SE) corner of that tract of land heretofore deeded to P. W. Michell and Jane Michell by Jackson Crough, by deed recorded on page 90 of Book "K" of Deeds, records of Skamania County, (said point being on the south line of Lot 2 in section 36, Township 3 North of Range 7½ East of the Willamette Meridian) thence North 1320 feet, thence East 600 feet, thence Southeasterly to a point 1330 feet due East of the place of beginning, thence west 1330 feet to the place of beginning".

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 (\$400.00) Dollars, lawful money of the United States, together with interest thereon at the rate of 10 per cent. per annum from date until paid according to the terms and conditions of one certain promissory note, bearing date April 1, 1916, made by Chas. H. Shultz and Emma Shultz payable On or before two years after date to the order of Rex M. Shultz, 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 \$40.00 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 himself 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 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: Chas. H. Shultz. (Seal)
 Geo. E. O'Byron. Emma Shultz. (Seal)
 E. Swisher.