

WETHERELL TO FOSDICK

THIS INDENTURE, Made this 1st day of May in the year of our Lord one thousand nine hundred and sixteen Between C. F. Wetherell and Valera Wetherell, husband and wife parties of the first part, and V. A. Fosdick party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Eight hundred (\$800.00) 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 parties of the second part, and to their 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 bounded and described as follows, to-wit:

The Southeast quarter of the Northeast quarter of the north west quarter of section twenty eight (28) Township three (3) North of range Eight (8) East of Willamette Meridian in Skamania County Washington being a tract of land containing ten acres (10) more or less according to government survey. together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of (\$800.00) Eight hundred Dollars, lawful money of the United States, together with interest thereon at the rate of 8 per cent per annum from date until paid, according to the terms and conditions of one certain promissory note bearing date May 1, 1916, made by C. F. Wetherell and Valera Wetherell payable to V.A. Fosdick on or before two years after date to the order of V. A. Fosdick 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 parties 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 \$800.00 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..... 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 part... of the second part..... 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 presence of
Frank C. Lewis.
M. L. Thompson.

C. F. Wetherell (SEAL)
Valera Wetherell (SEAL)

(16¢ Rev. stamps attached & Cancelled to original note)

I hereby cancel this Mortgage this 1st day of July 1918 the same having been fully paid and discharged W. A. Fosdick

Attest Chas. H. Nelson
County Auditor by M. L. Thompson