

## TURNER TO DUFFY.

THIS INDENTURE, Made this 13th day of May in the year of our Lord one thousand nine hundred and sixteen (1916) BETWEEN Harriet A. Turner, a widow party of the first part, and Mary J. Duffy party of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Five Hundred and no/100 (\$500.00) Dollars, lawful money of the United States, to me 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 her 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: All of Lots Three (3) Four (4), and Nine (9) Section twenty five (25) and all that portion of Lot Nine (9) Section twenty four (24) lying and being south of the Creek known as Wolf Creek, all in Township Three (3) North of Range Seven and one half (7½) East of Willamette containing 67 acres more or less. The party of the first part certifies that this instrument is a first mortgage on the above described lands and agrees to insure the buildings located on said property in the sum of \$300.00 in favor of the party of the second part, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Five Hundred and no/100 (\$500.00) 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 May 13th, 1916, made by Harriet A. Turner, a widow payable three years after date to the order of Mary J. Duffy (10¢ Rev. Stamps cancelled on original note) 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 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, her heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum that the court may adjudge ~~reasonable~~ 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, her heirs, executors, administrators and assigns may be obliged to make for her 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 ~~any~~ 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 party of the first part has hereunto set her hand  
Harriet A. Turner. (Seal)

and seal the day and year first above written.  
Signed, Sealed and Delivered in the presence of  
J. F. Duffy.  
E. Swisher.  
H. Swisher.