

FIETTER &amp; KLINE TO MARSHALL.

THIS INDENTURE, Made this twenty ninth day of June, 1916, between Mason G Fifer, David Kline and Ettie L. Kline his wife and Mason G. Fifer as administrator of the estate of Maytie Pearl Fifer, deceased, parties of the first part, and H.F. Marshall party of the second part;

WITNESSETH, That whereas, an Order of the Superior Court of the State of Washington, for Skamania County was duly signed and entered on this 29th day of June, 1916, authorizing the said Mason G. Fifer, as administrator of the estate of Maytie Pearl Fifer, deceased, to execute this mortgage as said administrator, which said Order is recorded in Superior Court Probate Journal No. 1 at page \_\_\_ in the office of the Clerk of said Superior Court, the parties of the first part for and in consideration of the sum of Fifteen Hundred (\$1500.00) Dollars, lawful money of the United State, to them in hand paid by the 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 or parcel of land lying and being in the county of Skamania, State of Washington, and more particularly bounded and described as follows, to-wit: The west half of the northeast quarter of the northeast quarter of section thirty four (34) in township two (2) North of Range six (6) East of the Willamette Meridian, saving and excepting therefrom a tract of one acre in a square out of the southwest corner of said land, and a right of way of ten feet wide along the west side of said land from the State Road to the north side of said one acre tract.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of Fifteen Hundred 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 June 29, 1916, made by Mason G. Fifer, David Kline and Mason G. Fifer as administrator of the estate of Maytie Pearl Fifer, deceased, payable on or before one year after date to the order of H.F. Marshall, 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 One Hundred (\$100.00) Dollars as attorney's fees to be taxes 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 his 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 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:  
 Geo. E. O'Bryon.  
 R. M. Wright.  
 M. G. Fifer. (Seal)  
 David Kline (Seal)  
 Ettie L. Kline (Seal)  
 Mason G. Fifer. (Seal)

Administrator of the Estate of Maytie Pearl Fifer, deceased.

I hereby cancel this Mortgage this 21 day of Feb. 1916 the same having been fully paid and discharged  
 Attest Chas. McElroy H. F. Marshall  
 County Auditor

The foregoing release was made by mistake & being my intention to effect an assignment of the mortgage and said release is therefore hereby cancelled this 21st day of February 1916 at 12 o'clock P.M. H. F. Marshall  
 Chas. McElroy Co. Auditor