

Filed for record by Mrs. J. Stevenson, on Aug. 17, 1915, at 3:30 P.M.

Chas. H. Nelson

County Auditor.

MCPHERSON TO BENNETT.

THIS INDENTURE, Made this 10th day of August in the year of our Lord one thousand nine hundred and fifteen, BETWEEN Isabella McPherson, widow, of Cape Horn, Washington, party of the first part, and Bartholomew Bennett, of Portland, Oregon party of the second part: WITNESSETH: That the said party of the first part, for and in consideration of the sum of Fifteen Hundred (\$1500.00) Dollars, lawful money of the United States, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does 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, and State of Washington, and particularly bounded and described as follows to-wit:

Beginning at a point on the West line of the Cape Horn County Road 6.22 chains north 8 deg. 55' east from the southwest corner of the Charles Froeschle land in section 3, Township 1 north, of Range 5 East of Willamette Meridian, thence north 79 deg. 8' West 1.47 chains; thence north 69 deg. 27' west 1.71 chains; thence north 61 deg. 52' west 2.61 chains; thence north 83 deg. 14' west 1.21 chains; thence south 82 deg. 52' west 3 chains; thence south 84 deg. west 2.07 chains to a point on the north line of the State Road being the southwest corner of the tract; thence north 10 chains to the Northwest corner of the tract; thence east 7.82 chains to the Cape Horn County Road to the northeast corner of the tract; thence along the west line of said road in a southeasterly direction to the place of beginning, containing ten (10) acres, more or less; 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 (\$1500.00) Dollars, lawful money of the United States, together with interest thereon at the rate of six per cent per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date August 7th, 1915, made by Isabella McPherson, payable five (5) years after date to the order of Bartholomew Bennett, 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 and 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 ~~action~~ 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 such additional sum as 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, 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, ~~and~~

Satisfied
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