

act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)

Com. Exp. Sept. 21, 1918.

George J. Moody.  
Notary Public in and for the State of  
Washington, residing at Washougal.

Filed for record by Geo. Y. Moody Co. on Sept. 14, 1916, at 9 - 30 A.M.

*Chas. H. Nellor*  
County Auditor.

### GRAHAM TO BAILEY.

THIS INDENTURE, Made this 20th day of September, in the year of our Lord one thousand nine hundred and sixteen, BETWEEN Ellen Graham and H. Graham her husband parties of the first part, and J. C. Bailey and Beatrice A. Bailey, his wife, parties of the second part; WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Twenty five Hundred and no/100 (\$2500.00) Dollars, lawful money of the United States to us in hand paid by the said parties 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: Commencing at a point distant 42 rods east of the northwest corner of the southeast quarter (SE $\frac{1}{4}$ ) of the northwest quarter (NW $\frac{1}{4}$ ) of section twenty eight (28) Township three (3) North of Range eight (8) East of the Willamette Meridian running thence east 38 rods to the center line of said section twenty eight (28) thence south along said center line 63 $\frac{1}{2}$  rods, thence west 38 rods, thence north 63 $\frac{1}{2}$  rods to the place of beginning, containing fifteen 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 ~~the~~ twenty five hundred and no/100 (\$2500.) 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 one certain promissory note, bearing date September 20th, 1916, made by Ellen Graham and H. Graham payable on or before six years after date to the order of J. C. Bailey and Beatrice A. Bailey, his wife, 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, their 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 parties of the second part their heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum of that the court may adjudge reasonable as attorney's fees to be taxed as part of the costs in such suit as

*Satisfied*  
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