

## MILLER TO DOUMITT.

THIS INDENTURE, Made this 5th day of December, in the year of our Lord One Thousand Nine hundred and Sixteen, BETWEEN William H. Miller and Mary A. Miller, his wife and N.S. Doumitt, the party of the second part;

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One thousand and 00/100 Dollars, 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 confirm unto the said party of the second part, and to his heirs and assigns, the following described tract, lot, or parcel of land, situate lying and being in the County of Skamania, State of Washington, and particularly bounded and described as follows, to-wit: Lots numbered one (1), two (2), three (3) and four (4) in Section thirty one (31), Township three (3) North of Range Eight (8) East of the Willamette Meridian, excepting the right of way therefrom deeded to the Spokane, Portland and Seattle Railway Company, and excepting the right of way deeded to the Northwestern Electric Company, by deed dated February 24th, 1912, recorded in Volume N. of Deeds on page 576 records of Skamania County, Washington. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted premises, unto the said party of the second part and to his heirs and assigns forever. And the said parties of the first part, for themselves and for their heirs, executors and administrators do by these presents covenant that they are the owners in fee simple absolute of all and singular the above granted and described premises and appurtenances; that they have good and lawful right to sell and convey the same.

THIS CONVEYANCE is a MORTGAGE to secure the payment of ~~the~~ One thousand and 00/100 Dollars (\$1000.00) together with interest thereon at the rate of Eight (8) per cent per annum from date until paid, according to the terms and conditions of one certain promissory note bearing even date herewith made by William H. Miller and Mary A. Miller his wife payable on or before Five years after date, to the order of N.S. Doumitt, and these presents shall be void if such payment be made according to the terms and conditions thereof.

And in case default be made in the performance of any of the covenants herein contained or in the payment of either the principal or interest of said note, or any part of either said principal or interest, according to the terms of said note, or upon the refusal of the Mortgagor, his heirs, executors, administrators or assigns to repay upon demand any charges made against the above described premises, or any part thereof, on account of taxes, insurance or other lawful assessments, the holder hereof and the note secured hereby may immediately declare the whole of said principal sum, interest, taxes, insurance, charges and other assessments immediately due, and may thereafter in any manner provided by law, foreclose this mortgage, for the whole amount then due on account of principal, interest, taxes, insurance, charges or other lawful assessments.

And in any suit or other proceedings that may be had for the recovery of said principal <sup>sums</sup> and interest on either said note or this mortgage, it shall and may be lawful for the said party of the second part his heirs executors, administrators, or assigns to include in the judgment that may be recovered, (in addition to the costs provided by law) counsel fees and charges of attorneys and counsel employed in such foreclosure suit the sum of One hundred (\$100.00) Dollars, as well as all payments that the said party of the second part his heirs, executors, administrators or assigns may be

Satisfied

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See assignment 71-421