

COUNTS.....BAXTER.

THIS INDENTURE, Made this Seventeenth day of August .A.D.1917, between Susan T. Counts and George Counts, her husband, of the County of Skamania State of Washington, parties of the first part, and Theresa W. Baxter, of the County of Multnomah State of Oregon, party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Five Hundred (\$500.00) Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have bargained and sold and by these presents do bargain, sell and convey unto the said party of the second part her heirs and assigns forever, all the following bounded and described property, to-wit: Commencing at the quarter corner of Sections 21 and 28, in Township 3 North of Range 10 East of Range the Willamette Meridian, in Skamania County State of Washington, thence South 89° 03' 18" East 1146.54 feet to the Government Meander Corner; thence North 0° 21' West 957.1 feet, thence South 89° 56' West 1167.80 feet; thence South 0° 03' West 980.45 feet to the place of beginning, containing 22 acres, more or less, and being in Section Twenty-one (21), Township Three (3), North of Range Ten (10) East of Willamette Meridian, in the County of Skamania, State of Washington.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; and also the estate right title and interest of the said parties of the first part, of, in and to the same.

TO HAVE AND TO HOLD the hereinbefore granted, bargained and described premises, with the appurtenances unto the said party of the second part her heirs and assigns forever. And the parties of the first part covenant that they are the owners in fee of the said premises, that they will warrant and defend them against the lawful claims and demands of all persons, whomsoever.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE to secure the payment of the sum of Five Hundred (\$500.00) Dollars, in accordance with the tenor of one certain promissory note of which the following is a substantial copy, to-wit:

\$500.00.....

Portland, Oregon, August 17th, 1917.

Three Years after date without grace, I promise to pay to the order of Theresa W. Baxter, at Portland Ore, Five Hundred Dollars, in Gold Coin of the United States of America, of the present standard value, with interest thereon in like Gold Coin at the rate of eight per cent. per annum from date until paid for value received. Interest to be paid semi-annually and if not so paid, the whole sum of both principal and interest to become immediately due and collectible, at the option of the holder of this note. And in case suit or action is instituted to collect this note, or any portion thereof, I promise and agree to pay in addition to the costs and disbursements provided by statute, such additional sum in like Gold Coin, as the Court may adjudge reasonable for Attorney's fees to be allowed in said suit or action.

SUSAN T. COUNTS.

GEORGE, COUNTS.

NOW, THEREFORE, if the said promissory note, principal and interest, shall be paid at maturity according to the terms thereof, this indenture, shall be void, but in case default shall be made in the payment of the principal or interest as above provided, then the whole sum both the principal and interest accrued at the time default is made, shall become due and payable, and the party of the second part her executors, administrators and assigns are hereby empowered to foreclose this mortgage in the manner prescribed by law. And the said parties of the first part and their heirs, executors and administrators do covenant and agree to pay unto the said party of the second part her heirs, executors, administrators

For satisfaction see Book 4 of Mortgage.
Page 237 recorded Feb. 20, 1928
by Fred G. Finner, Reg.