

GODDARD & COMPANY INCORPORATED *vs* CHAVELLE.

THIS INDENTURE, Made this 2nd day of May in the year of our Lord one thousand nine hundred and eighteen BETWEEN Goddard & Company Inc, ^{orporated} a corporation the party of the first part, and Edward H. Chavelle party of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Three Thousand Dollars, gold Coin of the United States, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents Grant, Bargain, Sell and Confirm unto the said party of the second part, and to his heirs and assigns, the following describe tract or parcel of land, lying and being in the County of Skamania and State of Washington, and particularly described as follows, to wit:-

North one-half ($N\frac{1}{2}$) of the south one-half ($S\frac{1}{2}$) of Section Twenty (20), The Northwest one-quarter ($NW\frac{1}{4}$) of the Northwest one-quarter ($NW\frac{1}{4}$) The South one-half ($S\frac{1}{2}$) of the Northwest one-quarter ($NW\frac{1}{4}$) and the South one-half ($S\frac{1}{2}$) of Section Twenty-eight (28) the Southeast one-quarter ($SE\frac{1}{4}$) of the Northeast one-quarter ($NE\frac{1}{4}$) and the Northeast one-quarter ($NE\frac{1}{4}$) of the South-east one-quarter ($SE\frac{1}{4}$) of Section Twenty-nine (29) East, W.M. containing six hundred and eighty (680) acres more or less, according to government survey, together with all and singular tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE IS intended as a Mortgage to secure the payment of Three Thousand Dollars, gold Coin of the United States, together with interest thereon in like gold coin at the rate of 8 per cent per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date May, 2, 1918, made by Goddard & Company Incorporated, a corporation payable to the order of Edward H. Chavelle 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 ^{be} come due and payable, according to the terms and conditions thereof, then the said party of the second part, his heirs executors, administrators and assigns, are hereby empowered to sell the said premises, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, to retain the whole of said principal and interest, whether the same be then due or not, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part, its successors or assigns. And in any suit or other proceeding that may be had for the recovery of said principal sum 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 judgement that may be recovered counsel fees, and charges of attorneys and counsel employed in such foreclosure suit, the sum of Three Hundred Dollars in Gold Coin (or in case of settlement or payment being made after suit has been commenced, and before the final decree has been entered thereon, and attorney's fee of -----Dollars in gold coin shall be taxed as part of the costs in such suit), as well as all payments that the said party of the second part, his heirs executors, administrators or 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 party of the first part has hereunto set his hand and seal by order of its board of trustees, the day and year first above written.

and
Goddard Company Incorporated. (Seal)

R.H. GODDARD PRESIDENT.. R.H. GODDARD SECRETARY. (SEAL)