

E. P. KELLEY

to

V. A. FOSDICK

THIS INDENTURE, Made this 12th day of July in the year of our Lord one thousand nine hundred and Eighteen BETWEEN E. P. Kelley and Aurelia V. Kelley, his wife, parties of the first part, and V. A. Fosdick, party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Five hundred and no/100 (\$500.00) DOLLARS, lawful money of the United States, 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 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:

The Southeast quarter of the Northeast quarter of the Northwest quarter of section twenty-eight (28) east-of-the township three (3) North of range eight (8) east of the Willamette Meridian containing ten 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 Five Hundred and no/100 DOLLARS, lawful money of the United States, together with interest thereon at the rate of eight per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note bearing date July 11th, 1918, made by E. P. Kelley and Aurelia V. Kelley payable on or before one year after date to the order of V. A. Fosdick 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 party of the second part, his 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 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, 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 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 an account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of) E. P. Kelley (SEAL)
Raymond C. Sly) Aurelia V. Kelley (SEAL)
M. L. Nellor)

STATE OF WASHINGTON)
County of Skamania) ss.

I, M. L. Nellor, Dep. County Auditor for the said county and State, do hereby certify that on this 12th day of July, 1918, personally appeared before me E. P. Kelley

Satisfied
Bk U
Pg 165

90 cents.