

R. E. FLANNIGAN et ux to FRED ZURCHER

THIS INDENTURE, Made this 17th day of May in the year of our Lord One Thousand Nine Hundred and Nineteen

BETWEEN R. E. Flannigan and Amanda Flannigan, husband and wife parties of the first part, and Fred Zurcher party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Eight Hundred and Twenty-five (\$825.00) 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:

Beginning at the Southwest corner of the Northeast (NE $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section Twenty (20) Township Three (3) North of Range Eight (8) East of the Willamette Meridian, thence South 65 Rods to the Northwest corner of the land herein described, thence East 80 Rods; thence South 20 Rods; thence West 80 Rods; thence North 20 Rods to the place of beginning, containing Ten acres. together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a mortgage to secure the payment of Eight Hundred Twenty-five and 00/100 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 May 17th, 1919, made by R. E. Flannigan and Amanda Flannigan payable on or before five years after date to the order of Fred Zurcher 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 sum 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 shall 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 on 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

Raymond C. Sly

R. E. Flannigan (Seal)

Amanda Flannigan (Seal)

I hereby cancel this Mortgage this 4th day of Dec 1919 the same having been fully paid and discharged.

Attest
Fred Zurcher
County Auditor

EPm

\$1.25