

W. C. FRY ET UX TO ROSE SHELLEY

THIS INDENTURE, MADE THIS 28TH DAY OF NOVEMBER IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND NINETEEN BETWEEN W. C. FRY AND CARRIE FRY HUSBAND AND WIFE PARTIES OF THE FIRST PART, AND ROSE SHELLEY PARTY OF THE SECOND PART:

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF FOUR HUNDRED DOLLARS DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TO ME IN HAND PAID BY THE SAID PARTIES OF THE SECOND PART, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DO BY THESE PRESENTS GRANT, BARGAIN, SELL, CONVEY AND WARRANT UNTO THE SAID PARTIES OF THE SECOND PART, AND TO HER 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:

COMMENCING AT A POINT SIX HUNDRED AND EIGHTY-TWO FEET WEST AND TWO HUNDRED AND SIXTY-FOUR FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SEC. 28 TWP. 3 N.R. 8 E. W.M. RUNNING THENCE WEST FOUR HUNDRED AND EIGHTY-ONE FEET THENCE SOUTH TWO HUNDRED AND NINETY-FOUR FEET, THENCE WEST ONE HUNDRED AND FORTY-FOUR AND 5/10 FEET, THENCE SOUTH FIFTY-SIX FEET, THENCE EAST SIX HUNDRED AND SIXTY FEET, THENCE NORTH THREE HUNDRED AND NINETY FEET TO THE POINT OF BEGINNING. CONTAINING FIVE AND ONE HALF 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 FOUR HUNDRED 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 FOUR CERTAIN PROMISSORY NOTES, BEARING DATE NOVEMBER 28TH, 1919, MADE BY W. C. FRY AND CARRIE FRY PAYABLE NO.1 ON MARCH 1ST 1921. NO.2 MAR. 1ST 1922. NO.3 MAR. 1ST 1923 NO.4 MAR 1ST 1924. AFTER DATE TO THE ORDER OF ROSE SHELLEY 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 NOTES, 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, HER 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 PART.. OF THE SECOND PART, ..... HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS SHALL HAVE THE RIGHT TO HAVE INCLUDED IN THE JUDGMENT WHICH MAY BE RECOVERED, THE SUM