

H. R. ALBEE ET UX TO EVANGELINE VAIL-SNYDER

THIS MORTGAGE, MADE THIS 17TH DAY OF MARCH, 1920, BY H. R. ALBEE AND JANIE ALBEE, HIS WIFE, HEREINAFTER CALLED THE MORTGAGORS, TO EVANGELINE VAIL-SNYDER, HEREINAFTER CALLED THE MORTGAGEE,

WITNESSETH: THAT SAID MORTGAGOR, IN CONSIDERATION OF TWELVE HUNDRED & 00/100 (\$1200.00) DOLLARS TO THE MORTGAGORS PAID BY THE MORTGAGEE, DOES HEREBY CONVEY TO THE MORTGAGEE THOSE CERTAIN PREMISES, WITH THE APPURTENANT TENEMENTS, HEREDITAMENTS, PRIVILEGES, RENTS AND PROFITS, SITUATED IN THE COUNTY OF SKAMANIA AND STATE OF WASHINGTON, AND DESCRIBED AS FOLLOWS, TO-WIT:

THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION SEVEN (7), TOWNSHIP THREE (3) NORTH OF RANGE SIX (6) EAST OF THE WILLAMETTE MERIDIAN, IN SKAMANIA COUNTY, WASHINGTON.

THE MORTGAGOR HEREBY COVENANTS WITH THE MORTGAGEE THAT THE MORTGAGORS IS LAWFULLY SEIZED OF SAID PREMISES, AND NOW HAS A VALID, UNENCUMBERED FEE SIMPLE TITLE THERETO, AND WILL FOREVER WARRANT AND DEFEND THE SAME AGAINST ALL PERSONS.

THE CONDITION OF THE FOREGOING CONVEYANCE IS SUCH, THAT, WHEREAS THE MORTGAGORS EXECUTED TO THE MORTGAGEE A PROMISSORY NOTE, WHICH IS IN SUBSTANCE AS FOLLOWS:

\$1200.00

PORTLAND, OREGON, MARCH 17, 1920.

ON THE 17TH DAY OF MARCH, 1923, WITHOUT GRACE, FOR VALUE RECEIVED, I PROMISE TO PAY TO THE ORDER OF EVANGELINE VAIL-SNYDER, AT THE OFFICE OF A. F. FLEGEL, 909 NORTHWESTERN BANK BUILDING, PORTLAND, OREGON, TWELVE HUNDRED & 00/100 (\$1200.00) DOLLARS IN GOLD COIN OF THE UNITED STATES, WITH INTEREST THEREON FROM DATE UNTIL PAID, AT THE RATE OF SEVEN PER CENT PER ANNUM; SAID INTEREST PAYABLE SEMI-ANNUALLY AND IN CASE SAID INTEREST, OR ANY PART THEREOF, IS NOT PAID WHEN THE SAME BECOMES DUE AND PAYABLE, THEN THE WHOLE OF SAID PRINCIPAL SUM AND INTEREST SHALL FORTHWITH BECOME DUE AND PAYABLE, AT THE ELECTION OF THE HOLDER OF THIS NOTE. AND IN CASE SUIT OR ACTION IS INSTITUTED TO COLLECT THIS NOTE, OR ANY PORTION THEREOF, I PROMISE TO PAY SUCH SUM AS THE COURT MAY ADJUDGE REASONABLE AS ATTORNEY'S FEES IN SAID SUIT OR ACTION.

(24¢ REVENUE STAMPS CANCELED
ON ORIGINAL NOTE)

(SD.) H. R. ALBEE

(SD.) JANIE ALBEE

AND WHEREAS, THE MORTGAGOR HEREBY COVENANTS AND AGREES TO PAY ALL SAID SUMS OF MONEY SPECIFIED IN SAID NOTE, AS THEREIN DESIGNATED, AND TO PAY ALL ENCUMBRANCES AND LIENS OF EVERY KIND WHICH MAY BECOME DUE AND PAYABLE ON SAID PREMISES, AND ALSO ALL TAXES ON THIS MORTGAGE, OR THE MONEYS THEREBY SECURED, AND ALSO THAT THE MORTGAGOR WILL NOT COMMIT OR SUFFER ANY WASTE UPON SAID PREMISES, AND WILL KEEP THE SAME IN A REASONABLE STATE OF REPAIR.

NOW, THEREFORE, IF THE MORTGAGOR SHALL PAY SAID PROMISSORY NOTE IN ACCORDANCE WITH ITS TERMS, AND SHALL ^{fully} SATISFY AND COMPLY WITH THE COVENANTS HEREINBEFORE SET FORTH, THEN THIS CONVEYANCE TO BE VOID; BUT, OTHERWISE, TO REMAIN A MORTGAGE, AND AS SUCH, TO BE SUBJECT TO FORECLOSURE; IT BEING AGREED THAT ANY DEFAULT IN THE PAYMENTS OR AGREEMENTS HEREIN CONTAINED SHALL GIVE TO