

S. R. BIRDWELL ET UX. TO B. M. HAWLEY

THIS INDENTURE, MADE THE 1ST DAY OF JULY IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWENTY-THREE BETWEEN S. R. BIRDWELL AND ROSELLA L. BIRDWELL, HIS WIFE OF HOME VALLEY, COUNTY OF SKAMANIA, STATE OF WASHINGTON THE PARTIES OF THE FIRST PART, AND B. M. HAWLEY OF BOISE, COUNTY OF ADA, STATE OF IDAHO THE PARTY OF THE SECOND PART,

WITNESSETH: THAT THE SAID PARTY OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF THIRTY-FIVE HUNDRED AND NO/100 DOLLARS LAWFUL MONEY OF THE UNITED STATES OF AMERICA, DO BY THESE PRESENTS GRANT, BARGAIN, SELL AND CONVEY, UNTO THE SAID PARTY OF THE SECOND PART, AND TO HIS HEIRS AND ASSIGNS FOREVER, ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF SKAMANIA, AND STATE OF WASHINGTON, AND BOUNDED AND PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

ALL THAT PORTION OF LOTS 1, 2, AND 5, IN SECTION 35, TOWNSHIP 3 NORTH, RANGE 8 EAST, OF THE WILLAMETTE MERIDIAN, LYING AND BEING SOUTH OF THE SPOKANE, PORTLAND & SEATTLE RAILROAD RIGHT OF WAY; ALSO, ALL THAT PORTION OF THE JOSEPH ROBBINS DONATION LAND CLAIM LYING AND BEING IN SECTION 34, TOWNSHIP 3 NORTH, RANGE 8 EAST, OF THE WILLAMETTE MERIDIAN, EXCEPTING THEREFROM LOTS 13, 14 AND 18, OF HOME VALLEY SUBDIVISION AS SHOWN ON THE RECORDED PLAT OF SAID HOME VALLEY SUBDIVISION, WHICH PLAT IS RECORDED IN PLAT BOOK "A" PAGE 26 RECORDS OF SKAMANIA COUNTY, WASHINGTON ALSO EXCEPTING THE RIGHT OF WAY OF THE SPOKANE, PORTLAND & SEATTLE RAILROAD COMPANY; ALSO EXCEPTING ALL PUBLIC HIGHWAYS OVER AND ACROSS SAID PREMISES AND EXCEPTING A TRACT IN LOT 8 OF SAID HOME VALLEY SUBDIVISION ACCORDING TO THE PLAT THEREOF, HERETOFORE DEEDED FOR SCHOOL PURPOSES. TOGETHER WITH THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERETO BELONGING OR IN ANYWISE APPERTAINING.

THIS GRANT IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF ONE (1) CERTAIN PROMISSORY NOTE OF EVEN DATE HERewith, EXECUTED AND DELIVERED BY THE SAID ..... TO THE SAID PARTY OF THE SECOND PART A TRUE AND SUBSTANTIAL COPY OF WHICH NOTE IS HERETO ATTACHED:

\$3,500.00

BOISE, IDAHO, JULY 1ST, 1923

ON OR BEFORE JULY 1ST, 1926, AFTER DATE, FOR VALUE RECEIVED, I, WE OR EITHER OF US PROMISE TO PAY TO THE ORDER OF B. M. HAWLEY THIRTY FIVE HUNDRED AND NO/100 DOLLARS, IN LAWFUL MONEY OF THE UNITED STATES OF AMERICA, WITH INTEREST THEREON IN LIKE MONEY FROM DATE UNTIL PAID AT THE RATE OF SIX (6%) PER CENT PER ANNUM INTEREST TO BE PAID SEMI-ANNUALLY. AND IF NOT SO PAID, THE WHOLE SUM OF BOTH PRINCIPAL AND INTEREST TO BECOME IMMEDIATELY DUE AND COLLECTIBLE. AND IN CASE SUIT OR ACTION IS INSTITUTED TO COLLECT THIS NOTE, OR ANY PORTION THEREOF, I, WE OR EITHER OF US PROMISE TO PAY, BESIDES THE COSTS AND DISBURSEMENTS ALLOWED BY LAW, SUCH ADDITIONAL SUM AS THE COURT MAY ADJUDGE REASONABLE AS ATTORNEY'S FEES IN SAID SUIT OR ACTION.

70¢ I.R.S. ATTACHED.  
No. ....  
70¢ IN REV. STAMPS ON ORIGINAL  
CANCELLED

(SIGNED) S. R. BIRDWELL  
ROSELLA L. BIRDWELL

AND THESE PRESENTS SHALL BE VOID IF SUCH PAYMENT BE MADE. BUT IN CASE DEFAULT SHALL BE MADE IN THE PAYMENT OF SAID PRINCIPAL SUM OF MONEY, OR ANY PART THEREOF, AS PROVIDED IN SAID NOTE, OR IF INTEREST BE NOT PAID AS HEREIN SPECIFIED, THEN IT SHALL BE OPTIONAL WITH THE SAID PARTY OF THE SECOND PART, HIS EXECUTORS, ADMINISTRATORS OR ASSIGNS, TO CONSIDER THE WHOLE OF SAID PRINCIPAL SUM EXPRESSED

Attested  
BK R  
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