

WILLIAM P. GRAHAM ET UX TO WALTER DUGGAN

THIS INDENTURE, MADE THIS 31ST DAY OF MAY, IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWENTY-FOUR, BETWEEN WILLIAM P. GRAHAM AND ELLEN M. GRAHAM, HIS WIFE, PARTIES OF THE FIRST PART, AND WALTER DUGGAN, OF CAPE HORN, WASHINGTON, PARTY OF THE SECOND PART:

WITNESSETH, THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF ELEVEN HUNDRED (\$1100.00) 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 EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER ($E\frac{1}{2}$ OF $E\frac{1}{2}$ OF $SW\frac{1}{4}$ OF $NE\frac{1}{4}$) AND THE WEST FIFTEEN (15) ACRES OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER ($SE\frac{1}{4}$ OF $NE\frac{1}{4}$) OF SECTION FOUR (4), IN TOWNSHIP ONE (1) NORTH, OF RANGE FIVE (5) EAST, OF WILLAMETTE MERIDIAN, CONTAINING 25 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 ELEVEN HUNDRED (\$1100.00) 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 A CERTAIN PROMISSORY NOTE BEARING DATE MAY 31ST, 1924, MADE BY WILLIAM P. GRAHAM AND ELLEN M. GRAHAM, PAYABLE THREE YEARS AFTER DATE TO THE ORDER OF WALTER DUGGAN, AT CAPE HORN, WASHINGTON, 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. U.S.I.R.S. 22~~2~~ CANCELLED ON NOTE.

ON 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 SUCH SUM AS 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 ON ACCOUNT OF ANY TAXES, CHARGES, INCUMBRANCES OR ASSESSMENTS WHATSOEVER ON THE SAID PREMISES OR ANY PART THEREOF.

IN CASE OF THE FORECLOSURE OF THIS MORTGAGE, THE PARTY OF THE SECOND PART, HIS HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS SHALL BE ENTITLED TO HAVE ENTERED IN SUCH FORECLOSURE SUIT A JUDGMENT FOR ANY DEFICIENCY REMAINING DUE UPON ACCOUNT

35 Partial Release recorded Part B, Page 35, June 21-1924
Full A includes B and

From satisfaction see page 195 Book "A"
of mty. recorded Sept. 17, 1927.
B.C. Chum. Co. Aud.
by Mable J. Fourn. Deputy