MA BELLE BALZHISER ET VIR TO D. L. BRACE

THIS INDENTURE WITNESSETH, That PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF THREE HUNDRED AND FIFTY DOLLARS, TO THEM IN HAND PAID, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, HAVE BARGAINED, SOLD AND CONVEYED AND BY THESE PRESENTS DO BARGAIN, SELL AND CONVEY UNTO D. L. BRACE PARTY OF THE SECOND PART, THE FOLLOWING DESCRIBED PREMISES, SITUATED IN THE COUNTY OF SKAMANIA STATE OF WASHINGTON, TO-WIT:

THE NORTHWEST QUARTER (NW1) OF SECTION TWENTY-TWO (22), TOWNSHIP TWO

(2) NORTH, RANGE FIVE (5) EAST OF W. M. IN THE SAID COUNTY OF SKAMANIA AND

STATE OF WASHINGTON, AND EMBRACING 160 ACRES MORE OR LESS AS PER GOVERNMENT SURVEY.

TOGETHER WITH TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN

ANYWISE APPERTAINING. TO HAVE AND TO HOLD THE SAME, WITH THE APPURTENANCES, UNTO

THE SAID D. L. BRACE HIS HEIRS AND ASSIGNS FOREVER.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF THREE HUNDRED AND FIFTY DOLLARS, IN ACCORDANCE WITH THE TENOR OF ONE CERTAIN INSTRUMENT OF WRITING, OF WHICH THE FOLLOWING IS A SUBSTANTIAL COPY TO-WIT:

\$350

PORTLAND, ORE. JULY 17th 1925

ON OR BEFORE 2 YEARS AFTER DATE, WITHOUT GRACE, WE PROMISE TO PAY TO AND THE ORDER OF D. L. BRACE AT PORTLAND, ORE: THREE HUNDRED/FIFTY DOLLARS, IN GOLD COIN OF THE UNITED STATES OF AMERICA, OF THE PRESENT STANDARD VALUE, WITH INTEREST THEREON IN LIKE GOLD COIN AT THE RATE OF 7 PER CENT. PER ANNUM FROM DATE UNTIL PAID, FOR VALUE RECEIVED. 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, AT THE OPTION OF THE HOLDER OF THIS NOTE. AND IN CASE SUIT OR ACTION IS INSTITUTED TO COLLECT THIS NOTE, OR ANY PORTION THEREOF, WE PROMISE AND AGREE TO PAY, IN ADDITION TO THE COSTS AND DISBURSEMENTS PROVIDED BY STATUTE, SUCH ADDITIONAL SUM, IN LIKE GOLD COIN, AS THE COURT MAY ADJUDGE REASONABLE, FOR ATTORNEY'S FEES TO BE ALLOWED IN SAID SUIT OR ACTION.

MABELL BALZHISER

No...

SIGNED

JULIUS H. BALZHISER

Now, IF THE SUMS OF MONEY DUE UPON SAID INSTRUMENT SHALL BE PAID ACCORDING TO AGREEMENT THEREIN EXPRESSED, THIS CONVEYANCE SHALL BE VOID, BUT IN CASE DEFAULT SHALL BE MADE IN PAYMENT OF THE PRINCIPAL OR INTEREST, AS ABOVE PROVIDED, THEN THE SAID D. L. BRACE AND HIS LEGAL REPRESENTATIVES MAY SELL THE PREMISES ABOVE DESCRIBED, WITH ALL AND EVERY OF THE APPURTENANCES, OR ANY PART THEREOF, IN THE MANNER PRESCRIBED BY LAW, AND OUT OF THE MONEY ARISING FROM SUCH SALE RETAIN THE SAID PRINCIPAL AND INTEREST, TOGETHER WITH THE COSTS AND CHARGES OF MAKING SUCH SALE, AND A REASONABLE SUM AS ATTORNEY'S FEES, AND THE OVERPLUS, IF ANY THERE BE, PAY OVER TO THE SAID HEIRS, OR ASSIGNS; AND THE SAID PARTIES OF THE FIRST PART, FOR THEIR HEIRS, EXECUTORS AND ADMINISTRATORS DO COVENANT, THAT THEY ARE LAWFULLY SEIZED IN FEE SIMPLE OF SAID PREMISES; THAT ARE FREE FROM ALL INCUMBRANCES AND AGREE TO PAY THE SAID PARTY OF THE SECOND PART HIS HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS THE SAID SUM OF MONEY AS ABOVE MENTIONED.

WITNESS our HANDS AND SEALS THIS 18TH DAY OF JULY A.D. 1925