

## FRANK HILKE ET UX TO LUCINDA BALDWIN

THIS INDENTURE WITNESSETH, THAT FRANK HILKE AND AUGUSTA HILKE, HIS WIFE, PARTIES OF THE FIRST PART FOR AND IN CONSIDERATION OF THE SUM OF THREE THOUSAND ONE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS, TO US IN HAND PAID, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, HAVE BARGAINED, SOLD AND CONVEYED AND BY THESE PRESENTS DO BARGAIN, SELL AND CONVEY UNTO LUCINDA BALDWIN PARTY OF THE SECOND PART, THE FOLLOWING DESCRIBED PREMISES, TO-WIT:

THE SOUTHEAST QUARTER ( $\frac{1}{4}$  OF SECTION TWELVE (12) TOWNSHIP THREE (3) NORTH, RANGE SEVEN (7) EAST OF THE WILLAMETTE MERIDIAN IN SKAMANIA COUNTY, STATE OF WASHINGTON.

THAT SAID PREMISES ARE FREE FROM ALL INCUMBRANCES: (THAT MORTGAGORS MAY CUT AND REMOVE THE MERCHANTABLE TIMBER FROM SAID PREMISES, PROVIDED, THE NET PROCEEDS FROM THE SALE THEREOF, ARE PROMPTLY PAID ON THIS MORTGAGE AND HEREINAFTER DESCRIBED PROMISSORY NOTE, UNTIL THE SAME IS FULLY PAID, PRINCIPAL AND INTEREST, AND FAILURE TO SO APPLY SAID PROCEEDS AS THE SAME ARE RECEIVED BY THE MORTGAGORS, THEIR AGENTS, OR ASSIGNS, SHALL AT ONCE RENDER THIS MORTGAGE AND THE HEREINAFTER NAMED NOTE, IMMEDIATELY DUE AND COLLECTIBLE, AT THE OPTION OF THE HOLDER OF THE SAME), AND THE REMOVAL OF SUCH TIMBER SHALL AT ONCE CEASE.

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 LUCINDA BALDWIN, HER HEIRS AND ASSIGNS FOREVER.

THIS CONVEYANCE, IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF THREE THOUSAND ONE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS, IN ACCORDANCE WITH THE TENOR OF A CERTAIN INSTRUMENT OF WRITING, OF WHICH THE FOLLOWING IS A SUBSTANTIAL COPY, TO-WIT:

\$3175.00

INDEPENDENCE, OREGON, APRIL 12TH, 1926.

ON OR BEFORE ONE YEAR AFTER DATE, WITHOUT GRACE I PROMISE TO PAY TO THE ORDER OF LUCINDA BALDWIN AT THE FIRST NATIONAL BANK OF INDEPENDENCE, OREGON, THREE THOUSAND ONE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS, IN GOLD COIN OF THE UNITED STATES OF AMERICA, WITH INTEREST THEREON IN LIKE GOLD COIN AT THE RATE OF 8 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 PAYABLE 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, I PROMISE TO PAY SUCH ADDITIONAL SUM AS THE COURT MAY ADJUDGE REASONABLE, AS ATTORNEY'S FEES IN SAID SUIT OR ACTION. THAT PAYMENTS OF THIS NOTE MAY BE MADE AT ANY TIME.

No ....

FRANK HILKE

AUGUSTA HILKE

BERT H. HILKE.

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, OR SAID NET PROCEEDS AS ABOVE PROVIDED, THEN THE SAID LUCINDA BALDWIN AND HER 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,