

14728
MORTGAGE

M. T. Borden and Irene H. Borden to J. W. Martin

THIS INSTRUMENT made this 21st day of March, 1928, by M. T. Borden and Irene H. Borden, husband and wife, of the City of Portland, in the County of Multnomah and State of Oregon, hereinafter called the "Mortgagors",

WITNESSETH THAT:

WHEREAS the Mortgagors have borrowed of J. W. Martin of Portland, Oregon, hereinafter called the "Mortgagee", the sum of six hundred dollars (\$600), the receipt whereof is hereby acknowledged, and have therefor made, executed and delivered to the Mortgagee their promissory note in form substantially as follows, that is to say:

\$600.00

Portland, Oregon, March 21, 1928.

On or before three years after date, without grace, we jointly and severally promise to pay to the order of J. W. Martin, of Portland, Oregon, at U. S. National Bank, Portland, Oregon, Six hundred and no/100 dollars (\$600), 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 eight (8%) per cent per annum from the date hereof 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 part thereof we jointly and severally 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.

(Signed) M. T. Borden
" Irene H. Borden"

NOW, THEREFORE, in consideration of the premises, and as security for the payment of the note aforesaid and for the performance of each and every of the covenants and promises therein and in this instrument contained, the Mortgagors do hereby give, grant, bargain, sell and convey unto the Mortgagee, the following described property, situate in the County of Skamania and State of Washington, that is to say:

Beginning at the northeast corner of the northeast quarter of the southeast quarter of the northeast quarter of section one (1), township three (3) north, range seven and one-half (7½) East of the Willamette Meridian, thence east to east line of lot four (4) of section six (6), township three (3) north, range eight (8) East of the Willamette Meridian, thence south, thence west, thence north on the west line of lots five (5) and four (4) to point of beginning, all of said lines being of sufficient length to form a rectangular field containing twenty-five (25) acres, also of the northeast quarter of the southeast quarter of the northeast quarter of section one (1), township three (3) north, range seven and one-half (7½) East of the Willamette Meridian, containing ten (10) acres together with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the same or any part thereof.

TO HAVE AND TO HOLD all and singular the foregoing described premises unto the Mortgagee, his heirs and assigns, to his or their own use and behoof forever.

Provided, however, and these presents are upon the express condition, that if the Mortgagors shall pay or cause to be paid to the Mortgagee the principal and interest to become due on said note at the time and in the manner therein stipulated, and shall keep, perform and observe all and singular the covenants and promises in said note and in this instrument agreed to be kept, observed and performed by or on the part of the Mortgagors, then this instrument, and the estate and rights hereby granted, shall cease and determine; but otherwise they shall be and remain in full force and effect;

And provided further, that while not in default in the payment of the principal or interest aforesaid, or in respect of any of said covenants or premises, the Mortgagors shall be suffered and permitted to possess, use and enjoy the aforesaid property and appurtenances and to receive and use the rents, income and profits thereof.

The Mortgagors hereby declare, covenant and agree with the Mortgagee that they are lawfully seized in fee simple and possessed of the mortgaged premises, that the same are free and clear of any other incumbrance, that they have good right to mortgage the same as aforesaid, that they will warrant and defend the same to the Mortgagee against the claims and demands of all persons, that they will pay the principal sum of the note hereby secured and the interest thereon at the times and in the manner therein provided, and that during the

Satisfied
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Assignment recorded April 12, 1937 in Book 26 of maps at page 53
M. T. Borden and Irene H. Borden
M. T. Borden and Irene H. Borden
Assignment recorded Nov. 16, 1937 in Book 26 of maps at page 162
M. T. Borden and Irene H. Borden
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