

MORTGAGE RECORD S
SKAMANIA COUNTY. WASHINGTON

37

JOHN MEYERS ET UX TO VICTOR JONES ET UX

THIS INDENTURE WITNESSETH, THAT JOHN MEYERS AND MILDRED MEYERS, HIS WIFE PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF SIX HUNDRED AND NO/100 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 VICTOR JONES AND FLORENCE G. JONES HUSBAND AND WIFE PARTIES OF THE SECOND PART, THE FOLLOWING DESCRIBED PREMISES, SITUATED IN THE COUNTY OF SKAMANIA STATE OF WASHINGTON, TO-WIT:

THE WEST ONE HALF OF THE NORTHEAST QUARTER AND THE EAST ONE HALF OF THE NORTHWEST QUARTER OF SECTION 23 IN TWP., 2 NORTH OF RANGE 5 EAST OF W.M. CONTAINING 160 ACRES.

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 VICTOR JONES AND FLORENCE G. JONES, HUSBAND AND WIFE THEIR HEIRS AND ASSIGNS FOREVER.

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

\$600.00

DECEMBER 4TH, 1926.

ON OR BEFORE THREE YEARS AFTER DATE, WITHOUT GRACE, I PROMISE TO PAY TO THE ORDER OF VICTOR JONES AND FLORENCE G. JONES HUSBAND AND WIFE AT PORTLAND, OREGON SIX HUNDRED AND NO/100 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 QUARTERLY 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, .. 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.

JOHN MEYERS

No

MILDRED MEYERS

NOW, IS 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 VICTOR JONES AND FLORENCE G. JONES AND THEIR 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 JOHN MEYERS AND MILDRED MEYERS THEIR 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 SAID PREMISES ARE FREE FROM ALL INCUMBRANCES AND I AGREE TO PAY THE SAID PARTIES OF THE SECOND PART HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS THE SAID SUM OF MONEY AS ABOVE MENTIONED.

8/25

3 in satisfaction see Mtg. "d"
page 189 - July 30, 1927.