

MORTGAGE RECORD S  
SKAMANIA COUNTY, WASHINGTON

"PIONEER" (ING., TACOMA--197512)

JONES EUREKA LEAF, PAT. FEB. 7, 1905

15562  
MORTGAGE

Edward Gardner to William &amp; Mary Higgins.

THIS INDENTURE WITNESSETH, That I, Edward Gardner, unmarried, party of the first part, for and in consideration of the sum of Three Thousand (\$3000.00) Dollars, to me in hand, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed and by these presents do bargain, sell and convey unto Willaim Higgins and Mary Higgins parties of the second part, the following described premises, to-wit:

Lots numbered Five (5) and Six (6) and Seven (7) and Eight (8) and the Northwest quarter (NW $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section Thirty One (31) Township 3 North, Range 9 East of Willamette Meridian, in Skamania County, State of Washington, containing 139.25 acres more or less

Together with tenements, hereditaments and appurtenances thereunto belonging or in any-wise appertaining. To have and to hold the same, with the appurtenances, unto the said William Higgins and Mary Higgins, their heirs and assigns forever.

THIS CONVEYANCE, is intended as a mortgage to secure the payment of the sum of Three Thousand (\$3000.00) Dollars, in accordance with the tenor of one certain instrument of writing, of which the following is a substantial copy to-wit:

\$3000.00

Portland, Oregon, April 11, 1929.

On or before three (3) years after date, without grace, I promise to pay to the order of William Higgins and Mary Higgins at Portland, Oregon, the sum of Three Thousand (\$3000.00) 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 six per cent. per annum from date until paid, for value received. Interest to be paid 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, I 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.

(sig.) Edward Gardner

No. \_\_\_\_\_

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 William Higgins and Mary Higgins 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 Edward Gardner, his heirs or assigns; and the said party of the first part, for his heirs, executors and administrators does covenant and agree to pay the said parties of the second part, their executors, administrators or assigns the said sum of money as above mentioned.

WITNESS my hand and seal this 11th day of April A.D. 1929

Executed in the presence of

E.B. Seabrook

J.B. Seabrook

Edward Gardner (Seal)

Partial Release recorded Vol. 8, p. 608.  
June 6, 1931.Partial Release recorded Vol. 10, p. 170.  
dated Feb. 6, 1932.Assignment recorded Vol. 15, p. 1438 in Book 7 of  
Mortgages, page 408 of Initial Record, Co. Auditor  
of Mortgages, page 408 of Initial Record, Co. Auditor  
of Mortgages, page 408 of Initial Record, Co. Auditor

Mabel Higgins, Co. Auditor

Mabel Higgins, Co. Auditor

Mabel Higgins, Co. Auditor