

#16615

Carl Meyers et ux to Joseph Kiser et ux

THIS INDENTURE WITNESSETH, That Carl Meyers and May Meyers husband and wife parties of the first part, for and in consideration of the sum of Fifteen hundred (\$1500.00) 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 Joseph Kiser and Mary Kiser, husband and wife parties of the second part, the following described premises, located in the County of Skamania, State of Washington to wit:

The West Half of the Southwest Quarter and the Northeast Quarter of the Southwest Quarter of Section Thirty-five (35) in Township Two (2) North of Range Five (5) East of the Willamette Meridian, in the County of Skamania, State of Washington

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 Joseph Kiser and Mary Kiser their heirs and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of Fifteen Hundred Dollars, in accordance with the tenor of a certain instrument of writing, of which the following is a copy to wit:

\$1500.00

Portland, Ore., July 21st, 1930

Three years after date, without grace, I promise to pay to the order of Joseph Kiser and Mary Kiser Fifteen hundred 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 seven 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 collectable, 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 fee to be allowed in said suit or action.

Carl Meyers

May Meyers

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 Joseph Kiser and Mary Kiser, husband and wife 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 Carl Meyers and May Meyers their heirs or assigns; and the said parties of the first part, for their heirs, executors and administrators do 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.

Satisfied
BK V
Pg 411

See Supplement Ind. 9
Book T. 174 p. 211