

16756-Mortgage

Alice M. Barnes to J.W. Barnes et ux.

THIS INDENTURE WITNESSETH, That Alice M. Barnes, a widow party of the first part for and in consideration of the sum of THIRTEEN HUNDRED AND THIRTY THREE AND 24/100 (\$1333.24) Dollars to her in hand paid, the receipt whereof is hereby acknowledged, has ~~be~~ bargained, sold and conveyed and by these presents does bargain, sell and convey unto J.W. Barnes and Prudence D. Barnes, his wife parties of the second part, the following described premises, situated in the County of Skamania State of Washington, to-wit:

The North one-half of the northwest quarter (N $\frac{1}{2}$ of NW $\frac{1}{4}$) of section seventeen (17) in Township One (1) North Range five (5), East of the Willamett Meridian, containing eighty (80) acres, more or less

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the same, with the appurtenances, unto the said J.W. Barnes and Prudence D. Barnes, his wife their heirs and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of THIRTEEN HUNDRED THIRTY THREE AND 24/100 (\$1333.24) Dollars, in accordance with the tenor of a certain instrument of writing, of which the following is a substantial copy

\$1333.24

Portland Ore, Dec. 7

1929

On demand after date without grace I promise to pay to the order of J.W. Barnes and Prudence D. Barnes, his wife at Portland Oregon, THIRTEEN HUNDRED THIRTY THREE AND 24/100 (\$1333.24) 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 8 per cent per annum from date until paid, for value received. Interest to be paid at maturity 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 attorneys fees to be allowed in said suit or action.

ALICE M. BARNES

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 J.W. Barnes and Prudence D. Barnes, his 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 attorneys fees and the overplus, if any there be, pay over to the said Alice M. Barnes, a widow, her heirs or assigns; and the said party of the first part for her heirs, executors and administrators, does covenant that she is lawfully seized in fee simple of said premises; that said premises are free from all incumbrances except a first mortgage of \$11238.04 as of this date and agrees to pay the said parties of the second part their heirs, executors or assigns the said sum of money as above mentioned.

WITNESS my hand and seal this 7th day of December A.D. 1929

Executed in the presence of
Margaret Jackson
Thaddeus W. Veness

Alice M. Barnes (seal)

State of Oregon ()
County of Multnomah () SS

This certifies that on the 7th day of December 1929, before me the undersigned, a Notary Public in and for said county and State, personally appeared the within named Alice M. Barnes, a widow who is known to me to be the identical person described in and who executed the foregoing instrument and acknowledged to me that she executed the same freely and voluntarily.