

Edward P. Kenny to P. H. Marlay.

This Indenture, made this 6th day of July A.D. 1901. Between Edward P. Kenny, an unmarried man of the first part, and P. H. Marlay of the second part Witnesseth, That the said party of the first part, for and in consideration of the sum of One hundred Dollars, in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, sell and convey and warrant unto the said party of the second part his heirs and assigns, the following described real estate situated in the County of Skamania, State of Washington, to-wit:

Lots numbered Three (3) and Four (4) and the East half of the Southwest quarter of Section Seven (7) Township Three (3) North of Range Six (6) East of Willamette Meridian in Skamania County, Washington.

Together with all the rights thereunto appertaining, including right of homestead, dower and curtesy, and waiving all benefit of exemption, violation of appraisement and stay laws of the State, wherein said premises are situated, hereby covenanting to the title to said premises against the claims of all persons.

Provided, always, and these presents are upon this express condition: That if the said party of the first part his heirs, executors, administrators or assigns, shall pay to the said party of the second part his executors, administrators or assigns, the sum of One hundred Dollars with principal and interest payable in gold coin of the United States of America, according to the tenor and conditions of a mortgage note for the principal sum of One hundred Dollars, bearing even date herewith, and payable at Portland Oregon in manner following, viz: Thirty days from date with interest at the rate of Ten per cent. per annum, payable at maturity, as provided by the said note.

Said first party shall neither commit nor permit waste on said premises, ~~he~~ shall pay taxes thereon, and all local assessments levied against said second party or the owner of said note on account of said indebtedness, before the delinquency, and shall keep fully insured the buildings thereon, for the benefit of the said second party as additional security hereto.

Said second party or the owner of said note may pay taxes, redeem said premises from tax sale, or procure said insurance, on failure of the first party to do so, and all money so advanced, with interest at ten per cent. shall be repaid by said first party and be secured by this Indenture.

It is Further Agreed, That time shall be material, and the

Satisfied
BK 7 mtg
Pg 326