

A. H. Kleinick to Peter Kleinick

This Indenture Witnesseth, That I, Albert H. Kleinick (unmarried) party of the first part, for and in consideration of the sum of Four Hundred (\$400.) Dollars to me in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed and by these presents do bargain, sell and convey unto Peter Kleinick, party of the second part, the following described premises, to wit:

The North West quarter of section twenty-one in Township Two North of Range five East of the Willamette Meridian in Skamania County, State of Washington, containing 160 acres, the patent of same being recorded in Book A of patents at Stevens, Skamania County, State of Washington. Together with tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To have and to hold the same with the appurtenances unto the said Peter Kleinick his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of Four Hundred (\$400.) Dollars, in accordance with the Tenor of a certain instrument of writing, of which the following is substantially a copy to-wit:

\$400.-

Portland Ore March 1st 1905

On or before Two years after Date, without grace, I promise to pay to the order of Peter Kleinick Four 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 six per cent per annum from Date until paid, for value received. Interest to be paid semi 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 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.

Copy

Signed

Albert H. Kleinick

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 be made in payment of the principal or interest, as above provided, then the said Peter Kleinick and his legal representative 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 surplus, if any there be, paid over to the said Albert H. Kleinick, his heirs and assigns, and the said party of the first part, for his heirs, executors and administrators do covenant and agree to pay the said party of the second part his executors, administrators or assigns the said sum of money as above mentioned.

Witness my hand and seal this the 1st day of March A.D. 1905.

Done in the presence of

Aloys Harold

H. V. Barnford

State of Oregon

County of Multnomah

A. H. Kleinick Seal

Be it Remembered That on this the 1st day of March A.D. 1905, before me, the undersigned, a Notary Public in and for said County and

Satisfied
BK G mty
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