

Casper Gropper & wife to John Polley

This Indenture Witnesseth that Casper Gropper and Maria Gropper his wife, in consideration of Two Hundred and fifty Dollars to us paid in hand, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed and by these presents do bargain, sell and convey unto John Polley the following described premises, to-wit: The North east quarter of the North east quarter of Section thirty-five (35) in Township three (3) North of Range seven (7) East of Willamette Meridian in Skamania County, State of Washington, containing 40 acres, together with the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining. To have and to hold the same with the appurtenances unto the said John Polley, his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of Two hundred and fifty dollars, and the interest thereon, in accordance with the tenor of a certain promissory note of which the following is a copy, to-wit:

\$250⁰⁰

Stevedore Washington, May 1st 1903

On or before May 1st 1904 for value received we promise to pay to John Polley or order, the sum of Two hundred and fifty dollars with interest at the rate of 8 per cent. per annum. If the interest is not paid when due it shall be compounded with the principal and bear like interest, principal and interest payable in United States gold coin, and in case suit is instituted to collect this note, or any portion thereof we promise to pay such additional sum as the court may adjudge reasonable, as attorney's fees, to be taxed as part of such suit, for the use of plaintiff's attorney.

Casper Gropper

Maria Gropper

Now if the sum of money due upon said promissory note be paid according to the agreement herein expressed this conveyance shall be void, but in case default be made in the principal or interest as therein provided then the said John Polley or his legal representative may sell the premises above described, with all and every of the appurtenances, or any part thereof, in the manner provided by law, and out of the money arising from such sale, retain the said principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, pay over to the said Casper Gropper, his heirs and assigns. Witness our hands and seals this 25th day of April 1903.

Executed in the presence of

J. A. Fisher

A. Fleischman

Casper Gropper

Maria Gropper

(Seal)

(Seal)

State of Washington

County of Skamania

I, A. Fleischman do hereby certify, that on this 25th day of April A.D. 1903, personally appeared before me Casper Gropper and Maria Gropper, his wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

I hereby release the within mortgage, the same being fully paid and satisfied this 10th day of November 1904.

Attest: A. Fleischman
com. Notary

J. A. Fisher