

T.H.Menice to Bergman & Klang

This Indenture witnesseth that Thos H.Menice in consideration of One hundred eighty three and 53/100 Dollars to him in hand paid, the receipt whereof is hereby acknowledged, have, bargained and sold and by these presents do bargain sell and convey unto C.W.Bergman and Gus Klang the following described premises, to-wit:

All that land in Lot four Section thirty five Township three North Range eight East of W.M. which lays south one hundred feet south of the Railroad track which land is not community property. Together with tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining to have and to hold unto the said C.W.Bergman and Gus Klang their heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of one hundred eighty three and 53/100 Dollars and the interest thereon in accordance with the tenor of a certain promissory note of which the following is a copy, to-wit:

\$183.53

Stevenson, Wash April 20 1908

One year after date for value received, I promise to pay to the order of C.W.Bergman and Gus Klang One hundred eighty three and 53/100 Dollars with interest thereon payable at the rate of 8 per cent per annum from date; 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. If the interest is not paid when due it shall be compounded with the principal and bear like interest, principal and interest payable in lawful money of the United States. And in case suit is instituted to collect this note or any portion thereof I promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees, to be taxed as part of the costs of such suit, for the use of plaintiffs attorney.

Now if the sums of money due upon said promissory note be paid according to the agreements therein expressed, this conveyance shall be void, but in case default is made in the payment of the principal or interest as therein provided, then the said C.W.Bergman and Gus Klang or their legal representatives 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 costs and charges of making said sale, and the overplus if any there be pay over to the said Thos H.Menice, his heirs and assigns. In Witness Whereof I hereunto set my hand this 20th day of April 1908

Signed, sealed and delivered in presence of Thos H.Menice

Olof Sholin

J.P.Gillette

State of Washington

County of Skamania, ss. I, J.P.Gillette, do hereby certify that on this 20th day of April 1908 before me personally appeared Thos H.Menice to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of April 1908

(Notarial Seal)

J.P.Gillette, Notary Public for Washington

residing at Stevenson in said County.

Filed for record by Gus Klang on April 20th 1908 at 1.15 P.M.

A.Fleischhauer

Co.Auditor

1.05  
✓