

Given under my hand and official seal this 14th day of March 1908

(Notarial Seal)

Geo.E.O'Bryon, Notary Public in and for the State of

Washington, residing at Stevenson in said County

Filed for record by Ash & Attwell on May 4th 1908 at 3.35 P.M.

A.Fleischhauer

Co.Auditor

105

Satisfied
Pg 433 BK H
3-30-09

Ella Foster and F.F.Foster to Butler Banking Company.

This Indenture Witnesseth, That We, Ella Foster and F.F.Foster, wife and husband, of Butler, Washington, parties of the first part for and in consideration of the sum of Seven Hundred Fifty (750) Dollars to us in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed and by these present do bargain, sell and convey unto BUTLER BANKING COMPANY, a Corporation, party of the second part, the following described premises, to-wit: All of that portion of the North-west Quarter of the South-east Quarter of Section Thirty-four, in Township Two North, of Range Six, East of the Willamette Meridian; lying South of the Portland and Seattle Railroad Right-of-way, and West of the land now owned by William Sams. The land hereby conveyed contains about 25 acres and is situated in Skamania County, State of Washington; Together with tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the same, with the appurtenances, unto the said Butler Banking Company and unto its successors and assigns forever.

This Conveyance is intended as a mortgage to secure the payment of the sum of Seven Hundred Fifty (750) Dollars, in accordance with the tenor of one certain instrument of writing, of which the following is a substantial copy.

\$750.00

Hood River, Oregon, May 6th, 1908.

On or before Six Months after date, without grace, I, we or either of us promise to pay to the order of Butler Banking Company, a Corporation, at the Office of the Butler Banking Company, Hood River, Oregon Seven Hundred Fifty (750) Dollars in Gold Coin of 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 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, we or either of us 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 attorney's fees to be allowed in said suit or action.

Due)

Ella Foster.

F.F.Foster.

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 Butler Banking Company, and its 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 attorney's fees, and the overplus, if any there be, paid over to the said Ella Foster, her heirs or assigns, and the said parties