

*Satisfied*  
Pg 333 BK H  
10-13-08

R.E. Turk & Mabel L. Turk to J.F. Barnhill.

This Indenture, Made this 23rd day of May in the year of our Lord one thousand nine hundred and eight Between R.E. Turk and Mabel L. Turk (Husband and wife) parties of the first part, and J.F. Barnhill party of the second part: Witnesseth, That the said parties of the first part, for and in consideration of the sum of Fifteen Hundred Sixty Five and No/100 (1565.00) Dollars lawful money of the United States, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain Sell, Convey and Warrant unto the said party of the second part, and to his heirs and assigns the following described tract or parcel of land, lying and being in the County of Skamania and State of Washington, and particularly bounded and described as follows, to-wit:

The East One Half ( $\frac{1}{2}$ ) of the West One Half ( $\frac{1}{2}$ ) of the South East Quarter ( $\frac{1}{4}$ ); The West One Half ( $\frac{1}{2}$ ) of the East One Half ( $\frac{1}{2}$ ) of the South East Quarter ( $\frac{1}{4}$ ); The North East One Quarter ( $\frac{1}{4}$ ) of the North East One Quarter ( $\frac{1}{4}$ ) of the South East Quarter ( $\frac{1}{4}$ ); and the West One Half ( $\frac{1}{2}$ ) of the South East One Quarter ( $\frac{1}{4}$ ) of the North East One Quarter ( $\frac{1}{4}$ ) of the South East One Quarter ( $\frac{1}{4}$ ); of Section Eighteen (18), Township One (1) North, Range Five (5) East of the Willamette Meridian, Containing Ninety Five (95) acres, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

This Conveyance is intended as a Mortgage to secure the payment of Fifteen Hundred and Sixty Five Dollars, lawful money of the United States, together with interest thereon at the rate of 8 per cent. per annum from date until paid, according to the terms and conditions of a certain promissory note, bearing date May 23, 1908, made by R.E. Turk and Mabel L. Turk payable on or before five years after date to the order of J.F. Barnhill and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default be made in the payment of the principal or interest of said promissory note or any part thereof, when the same shall become due and payable, according to the terms and conditions thereof, then the said party of the second part, his heirs, executors, administrators or assigns may immediately thereafter, in the manner provided by law, foreclose this mortgage for the whole amount due upon said principal and interest, with all the other sums hereby secured. In any suit or other proceeding which may be had for the recovery of the amount due, on either said note or this mortgage, said party of the second part, his heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum of \$50.00 as attorney's fees, to be taxed as part of the costs in such suit, as well as all payments which said party of the second part, his heirs, executors, administrators and assigns may be obliged to make for his or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

In case of the foreclosure of this mortgage, the party of the second part his heirs, executors, administrators or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby, including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof, and to the costs of such foreclosure suit.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of  
Thos. Coates  
W.E. Catterlin

R.E. Turk (Seal)  
Mabel L. Turk (Seal)

State of Oregon, )  
County of Tillamook ) ss. I, Thos. Coates a Notary Public in and for the said State, do