

Satisfied
Pg 185 Bk I
3-1-10

Steptoe to Louis G. Vogel.

This Indenture Witnesseth, That Ebenezer Steptoe unmarried party of the first part, for and in consideration of the sum of Twenty-six hundred and fifty (\$2650.) Dollars, to ___ in hand paid, the receipt whereof is hereby acknowledged, ha bargained, sold and conveyed and by these presents do bargain, sell and convey unto Louis G. Vogel part of the second part, the following described premises, to-wit: The fractional Northwest quarter of Section nineteen (19) Township two (2) North of Range (5) five East of W.M. Skamania County, Washington, Containing 165.76 acres. 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 Louis G. Vogel his heirs and assigns forever.

This Conveyance is intended as a mortgage to secure the payment of the sum of Twenty-six hundred and fifty (\$2650.) Dollars, in accordance with the tenor of a certain instrument of writing, of which the following is substantially to-wit:

\$2650.00

September 2nd 1908.

Two years after date, without grace, I promise to pay to the order of Louis G. Vogel at Portland, Oregon, Two thousand six hundred (\$2600.) 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 7 per cent. per annum from date until paid, for value received. Interest to be paid 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, ___ 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.

No ___

Ebenezer Steptoe

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 Louis G. Vogel and his 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 Ebenezer Steptoe heirs or assigns, and the said party of the first part, for his heirs, executors and administrators does 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 2nd day of September A.D.1908.

Done in the Presence of)
Thos. J. Hammer)
J.M. Waggener)

Ebenezer Steptoe (seal)

State of Oregon,)
County of Multnomah.) ss.

Be it Remembered, That on this 2nd day of September A.D.1908, before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named Ebenezer Steptoe a widower who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial Seal)

Thos. J. Hammer, Notary Public for Oregon.

Filed for record by L.G. Vogel on Sept.4, at 1:15 P.M.

A. Fleischhauer, County Auditor.

1.05