

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 behalf of the estate of said Mrs. Anna B Canfield, deceased.

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

(Notarial Seal) E.H.Hartwig, Notary Public for Oregon

My Commission expires March 14th 1910

Filed for record by T. Butler on October 1st 1908, at 1.15 P.M.

A. Fleischhauer

Co. Auditor

1.05

Satisfied

Johnson to Smith.

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5-26-10

This Indenture made this 10th day of September in the year of our Lord nine hundred and eight Between Henry H. Johnson of King County and Catherine LaBarre Johnson his wife, parties of the first part and R.L. Smith of Clarke County, State of Washington, party of the second part,

Witnesseth: That the said parties of the first part for and in consideration of the sum of seven hundred and fifty 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 and convey 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 State of Washington and particularly described as follows, to-wit:

The fractional Northeast quarter of Section twenty-seven (27) in Township two north of Range five east of Willamett Meridian containing one hundred and sixty-one acres and fifty eight hundredths of an acre. Together with all and singular the tenements hereditaments and appurtenances thereunto belonging. This conveyance is intended as a mortgage to secure the payment of seven hundred fifty Dollars, together with interest thereon at the rate of seven per cent per annum from date until paid, according to the terms and conditions of two certain promissory notes bearing date September 10, 1908 made by Henry H. Johnson and Catherine La Barre Johnson payable \$250.00 Dec. 1 1908 and \$500.00 payable to years after date to the order of R.L. Smith, and these presents shall be void if such payments 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 notes, 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 or the whole amount due upon said principal or interest with all the other sums hereby secured.

In any suit or proceedings which may be had for the recovery of the amount due, on either said notes 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 had the sum of \$50.00 as attorneys fees to be taxed as part of the costs in such suit, as well as all payments which the said party of the second part may be obliged to make for his or their security by insurance taxes or charges or assessments whatsoever on the said premises or any part thereof.

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 presence of

E.W. Kingel

O.H. Ortlund

E.M. Turner

Thos Moahans

E.J. Brandt, witness to signature of Catherine La Barre Johnson

Henry H. Johnson (Seal)

Catherine La Barre Johnson (Seal)

State of Washington, County of King, ss. I, C.A. Townsend, a Notary Public in and for said State, do