

Elsworth to Baruh

This Indenture Witnesseth, That W.K. Elsworth unmarried party of the first part for and in consideration of the sum of Four Hundred Dollars to him in hand paid, the receipt whereof is hereby acknowledged, has bargained, sold and conveyed and by these presents does sell convey and bargain unto H.F. Baruh, party of the second part the following described premises, to-wit: Lot numbered six (6) of Section twenty-six (26) in Township three (3) North of Range nine (9) East of Willamette Meridian in Skamania County, Washington; Together with all the tenements hereditament and appurtenances thereunto belonging or in any wise appertaining. To have and to hold the same with the appurtenances unto the said H.F. Baruh, her heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of Four hundred Dollars in accordance with the tenor of a certain promissory note of which the following is substantially a copy, to-wit:

\$400.00

Portland, Oregon Oct. 21 1908

One year after date without grace I promise to pay to the order of H.F. Baruh at Portland, Oregon Four hundred Dollars in Gold Coin of the United States of the present standard value with interest thereon in like Gold Coin at the rate of eight 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 collectable at the option of the holder of this note. And in case suit or action is instituted to collect this note or any part thereof I promise 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 as attorneys fees to be allowed in said suit or action.

Now if the sums of money due upon said instrument shall be paid according to the agreements 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 H.F. Baruh and her 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 such sale and a reasonable sum as attorneys fees and the over plus if any there be paid over to the said W.K. Elsworth his heirs and 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 her executors administrators and assigns the said sum of money above mentioned.

Witness my hand and seal this 21st day of October A.D. 1908

Done in the presence of

M. Baruh

W.K. Elsworth (Seal)

W.A. Johnson

State of Oregon

County of Multnomah, ss. Be it Remembered that on this 21st day of October 1908 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named W.K. Elsworth, unmarried, who is known to me to be the identical individual described in and who executed the within instrument and acknowledged that he signed and sealed the same freely and voluntarily.

It Testimony whereof I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial Seal)

W.A. Johnson, Notary Public for Oregon
residing at Portland, Oregon

Filed for record by Wadhams & Co. on Oct. 23rd 1908 at 1.15 P.M.

A. Fleischhauer, Co. Auditor