

Satisfied
Pg 428 BK H
3-8-09

Fowler to Sather

This Indenture Made this 14th day of November in the year of our Lord one thousand nine hundred and eight between C.M.Fowler the party of the first part and Peter L.Sather, the party of the second part, witnesseth, that the said party of the first part for and in consideration of the sum of eighteen hundred and no/100 Dollars gold coin of the United States to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged does by these presents grant, bargain, sell and convey unto the said party of the second part 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:

East half of Northeast quarter of Southeast quarter of Sec. 9 Tp. 3 North Range 10 East Willamette Meridian, containing 20 acres more or less (E $\frac{1}{2}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ Sec. 9 Tp. 3 N.R. 10 E.W.M.)

Together with all and singular the tenements hereditaments and appurtenances thereunto belonging This conveyance is intended as a mortgage to secure the payment of eighteen hundred dollars gold coin of the United States, together with interest thereon in like gold coin at the rate of 7 per cent per annum from date until paid, according to the terms and conditions of one certain promissory note bearing date Nov. 14th 1908 made by C.M.Fowler payable to the order of Peter L. Sather, 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 executors administrators and assigns are hereby empowered to sell the said premises 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 to retain the whole of said principal and interest whether the same shall then be due or not together with the costs and charges of making such sale and the over plus if any there be shall be paid, upon demand, to the said party of the first part, his heirs or assigns. And in any suit or other proceedings that may be had for the recovery of said principal sum and interest on either said note or this mortgage, it shall and may be lawful for the said party of the second part his heirs, executors administrators or assigns to include in the judgment that may be recovered, counsel fees and charges of Attorneys and counsel employed in such foreclosure suit, as well as all payments that the said party of the second part his heirs executors administrators or 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 Witness Whereof the said Prty of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

W.F.Cash

C.M.Fowler (Seal)

J.F.Bon

State of Oregon

County of Multnomah, ss. This is to certify that on this 16th day of November 1908 before me, Geo. H/Street, a Notary Public in and for the State of Oregon, personally appeared C.M.Fowler to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written.

Geo.H.Street, Notary Public for Oregon

(Notarial Seal)

residing at Portland. Commission expires June 1909

Filed for record by W.F.Cash on Nov. 21st 1908 at 8.15 A.M.

A.Fleischhauer, Co. Auditor