

Now if the sums of money due upon said promissory note be paid according to the agreements therein contained, this conveyance shall be void, but in case default be made in the payment of the principal or interest as therein provided, then the said Adelia B Black or her legal representative 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 together with \$50.00 as attorneys fees, and the surplus, if any there be, pay over to the said John H. Morgan and Rosa E. Morgan, their heirs and assigns.

In Witness Whereof we hereunto set our hands and seals this 9th day of December 1908

Executed in presence of

S.W. Thompson

John H. Morgan (Seal)

Jessie Thompson

Rosa E. Morgan (Seal)

State of Washington

County of Clarke, ss. I, S.W. Thompson, do hereby certify that on this 9th day of December 1908 before me personally appeared John H. Morgan and Rosa E. Morgan, husband and wife, to me known to be the individuals described in and who executed the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 9th day of December 1908

(Notarial Seal)

S.W. Thompson, Notary Public in and for State of Washington
residing at Vancouver, in said County.

Filed for record by Clarke Co. Abstract & Loan Co. Dec. 15th 1908 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

Aldrich et al to Zurcher

Satisfied

Pg 168 BK. 1
7-9-10

This Indenture Witnesseth that we, W.G. Aldrich and Nancy Aldrich, husband and wife, and A.A. Pettis and Edwin Pettis, her husband, parties of the first part, for and in consideration of the sum of Eight hundred dollars to us in hand paid, the receipt whereof is hereby acknowledged, have bargained and sold and by these presents do bargain and sell unto Fred Zurcher, party of the second part, the following described premises in Skamania County, Washington, to-wit: The S.E. quarter of the S.W. quarter of the S.W. quarter of Section 21, T. 3 North of Range 8 East of W.M. Together with tenements hereditaments and appurtenances thereto belonging or in any wise appertaining. To have and to hold the same with the appurtenances unto the said Fred Zurcher his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of eight hundred dollars in accordance with the tenor of a certain instrument of writing of which the following is a copy, to-wit:

\$800.00

Hood River, Ore. Nov. 25 1908

On or before one year after date without grace I promise to pay to the order of Fred Zurcher Eight 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 8 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 portion thereof I promise to pay in addition to the costs and disbursements provided by statute, such additional sum as the Court may adjudge reasonable for attorneys fees to be allowed in said suit or action.