

*Satisfied*  
Pg 130 Bk K  
3-30-11

Ross to Smith.

This Indenture Witnesseth, ~~That~~ W.J. Ross and Amanda E. Ross, his wife in consideration of Two Hundred Twenty Five Dollars to them in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto Carl B. Smith the following described premises, to-wit:

Beginning at a point 30 feet east and 101 rods and 13 1/2 feet north of the southwest corner of the northwest quarter of the southwest quarter of section 21 Township 3 north Range 8 east, Willamette Meridian, running thence east 58 rods 15-2/3 feet, thence north 20 rods 12 1/2 feet, thence west 58 rods 13 2/3 feet, thence south 20 rods 12 1/2 feet to point of beginning, containing 7 1/2 acres more or less.

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 Carl B. Smith his heirs and assigns forever.

This Conveyance is intended as a mortgage, to secure the payment of the sum of Two Hundred Twenty Five Dollars and the interest thereon, in accordance with the tenor of a certain promissory note of which the following is a copy, to-wit:  
\$225.

Carson, Wash., January 25th, 1909.

On or before two years after date, for value received, we promise to pay to the order of Carl B. Smith Two Hundred Twenty Five Dollars, with interest thereon payable annually at the rate of 8 per cent per annum from date; 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. If the interest is not paid when due it shall be compounded with the principal and bear like interest therewith, principal and interest payable in lawful money of the United States. And in case suit is instituted to collect this note, or any portion thereof, we promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees, to be taxed as a part of the costs of such suit, for the use of plaintiff's attorney. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

W.J. Ross

Amanda E. Ross

Now if the sums of money due upon said promissory note be paid according to the agreements therein expressed, 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 Carl B. Smith or his 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 and the surplus, if any there be, pay over to the said W.J. Ross and Amanda E. Ross his wife heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.

In Witness whereof we hereunto set our hands and seals this 25th day of January A.D. 1909

Signed, Sealed and Delivered )  
in presence of )  
Bix Calderwood )  
L.T. Smith )

W.J. Ross (Seal)  
Amanda E. Ross (Seal)

State of Washington, )  
County of Skamania. ) ss

I, L.T. Smith Notary Public do hereby certify that on this 25th day of January, A.D. 1909, before me personally appeared W.J. Ross and Amanda E. Ross, his wife