

sealed the same as their 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.

L.T.Smith, Notary Public in and for State of
Washington, residing at Carson.

Filed for record by E.Nessler on April 5th 1909 at 4.20 P.M.

A.Fleischhauer
Co.Auditor

1201

Satisfied
Pg 108 Bk 1
11-8-09

Schulze to Boehner

This Indenture Witnesseth, that Wm.H.Schulze and Minnie Schulze, his wife, party of the first part, for and in consideration of the sum of three hundred (\$300.00) Dollars to us in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed and by these presents do bargain, sell and convey unto C.F.Boehner, party of the second part, the following described premises to-wit:

The East half of the South half of the southwest quarter of Section seven (7) in Township one (1) North, Range five (5) East W.M., containing forty (40) acres more or less according to the Government survey thereof. The above described property is located in Skamania County, State of Washington. 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 Wm.H.Schulze and Minnie Schulze, their heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of Three hundred (\$300.00) Dollars, in accordance with the tenor of a certain instrument of writing of which the following is substantial copy, to-wit:

\$300.00

Portland, Oregon, April 3rd 1909

On or before one year after date, without grace, I promise to pay to the order of C.F.Boehner at Portland, Oregon three hundred dollars in Gold Coin of the United States of America of the present standard value, with interest thereon in like gold coin at the rate of 6 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 and agree 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 for attorneys fees to be allowed in said suit or action.

Wm.H.Schulze

Minnie Schulze

Now, if the sums of money due upon said instrument shall be paid according to agreement 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 C.F.Boehner and 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 a reasonable sum as attorneys fees, and the overplus, if any there be, paid over to the said W.H.Schulze and Minnie Schulze, heirs or assigns, and the said parties of the first part for their heirs, executors and administrators do covenant and agree to pay to the said party of the second part his executors administrators and assigns the said sum of money as above mentioned.

Witness our hands and seals this 3rd day of April 1909

Done in presence of

Wm.H.Schulze (Seal)

Thos J. Hammer
Myrtle Thomason

Minnie Schulze (Seal)

State of Oregon, County of Multnomah, ss. Be it Remembered that on this 3rd day of April 1909