

before me, the undersigned, a Notary Public in and for said county and state personally appeared the within named Wm. H. Schulze and Minnie Schulze, his wife, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

(Notarial Seal)

Thos J. Hammer

Notary Public for Oregon

Filed for record by T.J. Hammer on April 6th 1909 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

1.05
✓

Satisfied
Pg 252 Bk L
11-18-12

Le Roy to Mauermann

This Indenture made on this 6th day of April A.D. 1909 by and between Albert E. Le Roy and Lynn A. Le Roy his wife of Elma County of Chahalis in the state of Washington, part-- of the first part and Joseph Mauermann of Oakville, County of Chehalis in the State of Washington, parties of the second part, Witnesseth: That the said parties of the first part for and in consideration of the sum of fifteen hundred dollars to them paid by the said party of the second part, the receipt whereof is hereby acknowledged do by these presents grant, bargain, sell convey and confirm unto the said party of the second part, his heirs and assigns the following described lots, tracts or parcels of land lying and being in the County of Skamania, State of Washington, to-wit: The East half of the Northwest quarter and the East half of the Southwest quarter of Section eighteen in Township three North of Range nine, East of Willamette Meridian, containing one hundred and sixty acres more or less. To have and to hold the premises aforesaid with all and singular, the rights, privileges and appurtenances and immunities thereunto belonging, or in anywise appertaining unto the said party of the second part and unto his heirs and assigns forever, the said parties of the first part hereby covenanting that they have good right to convey the same, that the said premises are free from all incumbrances done or suffered by them or those under them claim and that they will warrant and defend the title to said premises unto the said party of the second part and unto his heirs and assigns forever against the lawful claims and demands of all persons whomsoever.

This conveyance is intended as a mortgage to secure the payment of one certain promissory note of even date made by first parties and payable to the order of Joseph Mauermann on or before three years from date for the sum of fifteen hundred dollars with interest thereon from date until paid at the rate of 9 per cent per annum, interest payable annually. Now if the conditions of the above obligations are well and truly paid then these presents shall be void if such payments be made according to the tenor and effect thereof, but in case default be made in the payment of the principal or interest as therein provided, 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 prescribed by law and out of the money arising from such sale to retain the said principal and interest together with the costs and charges of making such sale and a reasonable sum for attorneys fees; and the overplus if any there be shall be paid by the party making such sale to the said parties of the first part, their heirs or assigns.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals