

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 Catherine Moriarty 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 and the overplus, if any there be, pay over to the said Robert Cline, his 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 I hereunto set my hand and seal this 28th day of April A.D. 1909

Signed, sealed and delivered in presence of

Estelle Swisher

Robert Cline (Seal)

A. Fleischhauer

State of Washington

County of Skamania, ss. I, the undersigned authority do hereby certify that on this 28th day of April 1909 before me, personally appeared the within named Robert Cline, a single man, 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.

Given under my hand and official seal this 28th day of April A.D. 1909

A. Fleischhauer, Clerk of Sup. Court

(Seal of Court)

Skamania Co. Wash.

Filed for record by D. Moriarty on April 28th 1909 at 2.45 P.M.

A. Fleischhauer

Co. Auditor

1.05

*Satisfied*  
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9-13-09

Case to Zurcher

This Indenture Witnesseth that Amos A. Case, a single man, in consideration of One Hundred fifty dollars to him in hand paid, the receipt whereof is hereby acknowledged, have bargained and sold and by these presents do bargain, sell and convey unto Andrew Zurcher, the following described premises to-wit:

Beginning twenty feet east of the Northwest corner of the Northwest quarter of the Northeast quarter of the Northwest quarter of Section twenty eight township three North of Range eight East Willamette Meridian, running thence South sixteen rods, thence East eight rods and twelve and one half feet, thence North sixteen rods, thence West eight rods and twelve and one half feet to the point of beginning. Together with the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining, to have and to hold the same with the appurtenances unto the said Andrew Zurcher, his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of a sum of One hundred fifty dollars and the interest thereon in accordance with the tenor of a certain promissory note of which the following is a copy, to-wit:

\$150.00

Carson, Wash. April 17th 1909

On or before one year after date for value received, I promise to pay to the order of Andrew Zurcher one hundred fifty 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 collectible 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 I promise to pay such additional sum as the