

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 12th day of November 1909

My commission expires Sept. 24, 1910
(Notarial Seal)

Edith M. Andrews, Notary public for Oregon
residing at Hood River, Ore.

Filed for record by J.H. Didier on Nov. 16th 1909 at 8.15 A.M.

A. Fleischhauer

Co. Auditor

Pohl to Averill Machinery Co.

This Indenture made this 8th day of November 1909 by and between Albert Pohl of Skye, Clarke County Washington, mortgagor, and the A. H. Averill Machinery Co. a corporation of Portland Multnomah County Oregon, mortgagee, Witnesseth that the said Mortgagor for and in consideration of the sum of four hundred and no/100 dollars to him in hand paid, the receipt whereof is hereby acknowledged has bargained and sold and by these presents does bargain, sell release, convey and confirm unto the said mortgagee, its successors and assigns forever all the following described real estate situated in the County of Skamania State of Washington, to-wit:

The South half (S $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$) and the South half (S $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$) of section twenty (20) Township two (2) North of Range five (5) East of Willamette Meridian, containing 160 acres, more or less. Together with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining. To have and to hold the same unto the mortgagee its successors and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of four hundred and no/100 dollars in accordance with the tenor of a certain promissory note, to-wit: Dated Nov. 8, 1909 Due Nov. 1st 1910 with interest at 10% per annum from July 1-1910 until paid. And the said mortgagor hereby covenants that he is the owner of said premises in fee simple, that they are free from all incumbrances, and that he will pay all taxes upon said premises at least ten days before the same become delinquent. Now the payment of said note, interest taxes and insurance premium as herein provided, shall render this conveyance void, but in case default is made in the payment of the interest in said note expressed when the same shall become due, or fail to pay the taxes as herein provided or in default of the performance of any of the covenants herein expressed on the part of the Mortgagor, then the whole of the principal sum and the interest accrued at the time default is made or declared, and all taxes which the holder of said note shall have paid or become liable to pay, shall at the option of the holder of said note become due and payable and this mortgage may be foreclosed at any time thereafter. Now it is agreed by said mortgagor that if the mortgagee be compelled to foreclose this mortgage by reason of any breach of the agreements herein contained, the mortgagee shall be entitled to a reasonable attorneys fee in said suit or action and the mortgagor agrees to pay said sums of money hereby secured and agrees that a deficiency judgment may be taken against said mortgagor in a suit or action to foreclose this mortgage by the holder of the aforesaid note or he may waive his security and recover directly upon said note.

In Witness whereof I have hereunto set my hand and seal this 8th day of November 1909
Executed in presence of us as witnesses:

M.B. McFaul
M.B. Mack

Albert Pohl (Seal)

State of Oregon

County of Multnomah, ss. I, M.B. McFaul, a Notary public in and for the state of Oregon, residing at