

Geo.E.O'Bryon a Notary Public in and for the state of Washington, personally came O.C.Train and Elena L.Train his wife to me known to be the individuals described in and who executed the foregoing 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.

Witness my hand and official seal the day and year in this certificate first above written.

Geo.E.O'Bryon, Notary Public for Washington

(Notarial Seal)

residing at Stefenson, Wash

Filed for record by P.E.Michell on Febry 1st 1910 at 1.15 P.M.

A.Fleischhauer

Co.Auditor

120

*Notified*

Pg 401 BK N

Rosenkranz to Helme

This Indenture made this 31st day of January 1910 between Charles Rosenkranz and Katherine Rosenkranz (husband and wife) the parties of the first part and Rewena M.Helme party of the second part, withesseth: That the said parties of the first part for and in consideration of the sum of seven hundred (\$700.00) Dollars gold coin of the United states to them in hand paid, the receipt whereof is hereby acknowledged do, by these presents grant, bargain, sell and convey unto the said party of the second part and to her heirs and assigns the following described real property situated in the County of Skamania state of Washington to-wit:

All of the  $\frac{1}{2}$  of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  and the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of section nine (9) Township three (3) North of Range ten (10) East of the Willamette Meridian. Together with all and singular tenements herditaments and appurtenances thereunto belonging. This conveyance is intended as a mortgage to secure the payment of seven hundred dollars gold coin of the United states at the rate of 8 per cent per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date January 31st 1910 made by Charles Rosenkranz and Katherine Rosenkranz to the order of Rewena M.Helme, and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default be made in the payment of the principal and interest of said promissory note or any part thereof when the same shall be due and payable according to the terms and conditions thereof, then the said party of the second part or her heirs, executors administrators or assigns are hereby empowered to sell the said premises 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 wether the same shall then be due or not together with the costs and charges of making such sale and the overplus if any there be shall be paid by the party making such sale, on demand, to the said party of the first part their heirs and assigns. And in any suit or other proceedings that may be had for the recovery of said principal sum and interest on either said note or this mortgage it shall and may be lawful for the said party of the second part her heirs or assigns to include in the judgment that may be recovered counsel fees and charges of attorneys the sum of blank dollars, as well as all payment that the said party of the second part her heirs or assigns may be obliged to make for her or their security by insurance or on account of any taxes charges, inclosures or assessments whatsoever on the said premises or any part thereof.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of  
Lettie B. Cash

Charles Rosenkranz (Seal)  
Katherine Rosenkranz (Seal)

State of Washington  
County of Skamania, ss. This is to certify that on this 31st day of January 1910 before me,