

This Indenture made this 17th day of January 1910 between Homer R.Koen and Dorris M.Koen his wife of the county of Multnomah, State of Oregon parties of the first part, and Gertrude A.Jennings of the county of Multnomah, State of Oregon party of the second part, Witnesseth: That the said parties of the first part for and in consideration of the sum of twelve hundred seventy-four and 40/100 dollars to them in hand paid the receipt whereof is hereby acknowledged, have bargained and sold and by these presents do grant, bargain, sell and convey unto the said party of the second part and to her heirs and assigns forever all the following described property, to-wit:

All of the East  $\frac{1}{4}$  of the Northeast quarter, the southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , and the Northeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of section 20 Township 2 North of Range 6 East Willamette Meridian, Skamania county, Washington. Together with the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all our estate right title and interest in and to the same including dower and claim of dower. To have and to hold the hereinbefore granted, bargained and described premises with the appurtenances unto the said party of the second part he heirs and assigns forever. And the said parties of the first part covenant that they are the owners in fee of the said premises that they will warrant and defend the same against all lawful claims and demands of all persons whomsoever.

This conveyance is intended as a mortgage to secure the payment of the sum of twelve hundred seventy-four and 40/100 dollars in accordance with the tenor of a certain promissory note of which the following is substantial a copy to-wit:

\$1274.40

Portland, Ore January 17 1910

For value received we promise to pay to Gertrude A.Jennings or order, twelve hundred seventy four and 40/100 dollars in Gold coin of the United States of America, payable in sixty equal installments of \$21.24. The first payment to be made on the 20 day of February 1910 and a like payment on the 20 day of each and every month thereafter until the whole sum has been paid, if any of said installments are not paid, the whole sum to become immediately due and collectible. And in case suit or action is instituted to collect this note or any portion thereof we promise to pay such additional sum as the court may adjudge reasonable as attorneys fees in said suit or action

Homer R.Koen

Dorris M.Koen

Now Therefore, if the said promissory note shall be paid according to the terms and conditions thereof, this indenture shall be void, but in case default shall be made in the payment of the principal as above provided, then the whole sum, the principal, shall become due and payable and the party of the second part her executors administrators and assigns are hereby empowered to foreclose this mortgage in the manner prescribed by law. And the said parties of the first part and their heirs executors and administrators do covenant and agree to pay unto the said party of the second part her executors administrators and assigns the said sum of money as above mentioned.

In Witness Whereof we have hereunto set our hands and seals the day and year first above written Signed, sealed and delivered in presence of

Rose Fowler

Homer R.Koen (Seal)

H.F.Burleigh

Dorris M.Koen (Seal)

State of Oregon

County of Multnomah, ss. Be it Remembered that on this 5 day of March 1910 before me the

undersigned a Notary Public in and for said County and State personally appeared the within named Homer R.Koen and Dorris M.Koen his wife, who are known to me to be the identical individuals described and who executed th within instrument and acknowledged 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 written. (Notarial Seal)

H.F.Burleigh, Notary Public for Oregon

Filed for record by H.R.Koen on March 15th 1910 at 1.15 P.M.

A.Fleischhauer, Co.Auditor