

THIS INDENTURE, Made this Third day of September in the year of our Lord one thousand nine hundred and nine Between Olive Murphy Ballard, Jessie Ballard Geary, and Anne Quigley Wilson the parties of the first part, and Rose Walther and Emile Walther (wife and Husband) parties of the second part: WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Four thousand Dollars, gold coin of the United States, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell, Convey and confirm unto the said parties of the second part, and to their heirs and assigns, the following described tract or parcels of land, lying and being in the County of Skamania and State of Washington, and particularly described as follows, towit:

All the South-west quarter of the South-east quarter of Section Twenty-four (24), Township Three (3), North of Range Nine (9), East of Willamette Meridian, Said tract containing 40 acres more or less. Together with all and singular tenements, hereditaments and appurtenances thereunto belonging.

This Conveyance is intended as a Mortgage to secure the payment of Four Thousand Dollars, gold coin of the United States, together with interest thereon in like gold coin at the rate of 7 per cent. per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date September 3rd, 1909 made by Olive Murphy Ballard, et al payable to the order of Rose Walther 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 or interest of said promissory note, or any part thereof, when the same shall become due and payable, according to the terms and conditions thereof, then the said parties of the second part, their 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 whole of said principal and interest, whether the same shall be then 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 parties making such sale, on demand, to the said parties of the first part, their heirs or assigns. And in any suit or other proceeding 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 parties of the second part, their heirs, executors, administrators or assigns, to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit, the sum of blank dollars in gold coin (or in case of settlement or payment being made after suit has been commenced, and before the final decree has been entered thereon, an attorney's fee of blank dollars in gold coin shall be taxed as part of the costs in such suit), as well as all payments that the said parties of the second part, their heirs, executors, administrators or assigns, may be obliged to make for themselves or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

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

Signed, Sealed and Delivered in)
the Presence of)
Mamie F. Stevenson)
Ira V. Wilson)

Olive Murphy Ballard
Roy P. Ballard (Seal)
Jessie Ballard Geary (Seal)
H. Logan Geary (Seal)
Anne Quigley Wilson
Roy A. Wilson.

State of Washington,)
County of King.) ss.

This is to Certify, That on this 17th day of January A.D. 1910 before