STATE OF WASHINGTON COUNTY OF SKAMANIA

SS.

I, A. A. Jayne, a Notary Public in and for the County and State aforesaid, do hereby certify that on this 20th day of June, A.D., 1910, personally appeared before me the within named W. F. Cash and Lettie B. Cash, his wife, to me known to be the individuals described in and who executed the within instrument and acknowledged to me that they signed, sealed and executed the same freely and voluntarily and as their free and voluntary act, and for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

A. A. Jayne

(Notarial Seal)

Notary Public in and for the State of Oregon. Commission expires October 19, 1910.

Filed for record by Hood River Banking & Trust Co. on June 21, 1910, at 1:15 P.M.

A. Fleischhauer,

County Auditor.

## DAUGHERTY TO FALLERT.

THIS INDENTURE, Made the 21st day of June in the year of our Lord one thousand nihelihundred and ten, between John Daugherty, an unmarried man, party of the first part, and Bernard Fallert, party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Six Hundred (\$600.00) Dollars lawful money of the United States, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, Grant, Bargain, Sell Convey and Warrant unto the said party of the second part, and to his heirs and assigns, the following described tracts or parcels of land lying and being in the County of Skamania and State of Washington, and particularly bounded and described as follows, to-wit:

Lots numbered thir teem (13) and Fourteen (14) of Home Valley according to the official plat of said Home Valley, as the same appears on file and of record in the office of the Auditor of said Skamania County, State of Washington, containing 10.54 acres, together with all and signular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYENCE is intended as a MORTGAGE to secure the payment of S ix Hundred Dollars, lawful money of the United States, together with interest at the rate of Eight (8) per cent. per annum from date witil paid, according to the terms and conditions of one certain promissory note bearing date of June 21st, 1910, made by John Daugherty, Mortgagor, payable to Bernard Fallert, Mortgagor, herein, or order, three years after date 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 party of the second part, his heirs, executors, administrators or assigns, may immediately thereafter, in the manner provided by law, foreclose this mortgage for the whole amount due upon said principal and interest, with all other sums hereby secured.

In any suitr or etheriproceeding which may be had for the recovery of the amount due, on either note or this mortgage, said party of the second part, his heirs, executors,

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