

instrument and acknowledged 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 1st day of August 1910

A.N. Page, Notary Public in and for Washington
(Notarial Seal) residing at Carson, Wash.,

Filed for record by H Metzger on August 2nd 1910 at 2.15 P.M.

A. Fleischhauer
Co. Auditor

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Marble to Fleischhauer

This Indenture witnesseth that I, D.L. Marble of Mount Pleasant Wash. in consideration of one hundred (\$100.00) dollars to me in hand paid the receipt whereof is hereby acknowledged have bargained and so, and by these presents do grant, bargain, sell and convey unto said A. Fleischhauer the following described real property situated in the County of Skamania State of Washington to-wit: Beginning at the Southeast corner of the southwest quarter of the Southeast quarter of Sec. eight in Township 1 North of Range 5 East of W.M., running thence North 20 rods, thence west 40 rods, thence south 20 rods thence east to place of beginning containing 5 acres more or less (above premises being separate and not community property). Together with tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining to have and to hold the same with the appurtenances unto the said A. Fleischhauer his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of \$100.00 and interest in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$100.00
Stevenson, Wash. May 16th 1908
On or before three years after date for value received I promise to pay to the order of A. Fleischhauer one hundred dollars with interest thereon payable annually at the rate of 4 per cent per annum from date, and if not so paid the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. And in case suit is instituted to collect this note or any portion thereof I promise to pay such additional sum of the court may adjudge reasonable as attorneys fees to be taxed as part of the costs of such suit for the use of plaintiffs attorneys.

D.L. Marble

Now if the sum of money due upon said note be paid according to the agreements therein expressed then this conveyance shall be void, but in case default shall be made in the payment of the principal or interest as therein provided then the said A. Fleischhauer or his legal representative may sell the premises above described 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 retain the said principal and interest together with the costs and charges of making such sale, and the surplus if any there be, pay over to the said D.L. Marble his heirs or assigns. In case of for closure of this mortgage a deficiency judgment may be taken at the option of the holder of this note.

In Witness Whereof I have hereunto set my hand and seal this 16th day of May 1908

Signed, sealed and delivered in presence of

D.L. Russell
Louis Echtle

D.L. Marble (Seal)

State of Washington

County of Skamania, ss. I, D.L. Russell, do hereby certify that on this 16th day of May 1908

Sept 12 1910
The within mortgage has been paid and is satisfied & discharged
A. Fleischhauer, Co. Auditor
D.L. Russell
Louis Echtle
D.L. Marble