

with their appurtenances unto the said parties of the second part, their heirs and assigns forever. And the said party of the first part covenants that he is the lawful owner in fee simple of the above described premises and that they are free from all, incumbrances whatsoever except a mortgage for \$100.00 given to Andrew Zurcher. This covenant is intended as a mortgage to secure the payment of a promissory note of even date herewith a true copy of which is hereby attached and made a part of this mortgage

\$195.00

Carson Wash. Aug/3rd 1910

Ninety days after date without grace I promise to pay to the order of Joe Gregorius and B. Gruber at Carson Wash. one hundred ninety five dollars in fold coin of the United States with interest in like gold coin at the rate of eight per cent per annum from date until paid for value received. Interest payable annually and in case suit or action is instituted to collect this note or any portion thereof I promise to pay such additional sum as the court may adjudge reasonable as attorneys fees in said suit or action.

Copy, due Nov. 3rd 1910

Edward Osnas

And the said Edward Osnas covenants and agrees to pay all taxes that now are or may hereafter be assessed against said described property and these presents shall be void if such payment is made. But in case default be made in the payment of the principal or interest or in any part thereof as in said note provided or in the payment of said taxes, then the said parties of the second part their executors administrators or assigns are hereby empowered to sell the premises above described 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 to retain the said principal and interest whether the same shall then be due or not together with the costs and charges of making such sale including a reasonable amount as attorneys fees and the overplus if any thereof shall be paid by the parties making such sale upon demand to the party of the first part his heirs or assigns.

The foregoing covenant being performed this conveyance shall be void, otherwise to be and remain in full force and virtue.

Edward Osnas (Seal)

Signed, sealed and delivered in presence of

W.E. Miller

Abbie J. Miller, witnesses.

State of Washington

County of Skamania, ss. I, W.E. Miller a Notary Public in and for said County and State do hereby certify that on this 10th day of August 1910 personally appeared before me Edward Osnas to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and seal this 3rd day of Aug. 1910

W.E. Miller Notary Public for Washington

(Notarial Seal)

Residing at Carson, Washington

Filed for record by Joe Gregorius on August/6th 1910 at 8.15 A.M.

A. Fleischhuer

Co. Auditor

1.05