

me the undersigned, a Notary Public in and for said county and state personally appeared the within named Louisa C. Bennett to me known to be the identical person described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

In Testimony Whereof I have hereunto set my hand and official seal the day and year in this  
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certificate first above written.

(Notarial Seal)

W.S. Ward

Notary Public for Oregon

Filed for record by W.S. Ward on June 18th 1909 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

O'Bryon to Morrison

This Indenture made this 8th day of June in the year of our Lord 1909 between Emma L. O'Bryon and Geo. E. O'Bryon her husband, the parties of the first part and Frank Morrison, party of the second part Witnesseth that the said parties of the first part for and in consideration of the sum of four hundred and fifty and 00/100 dollars gold coin of the United States to us in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part and to his heirs and assigns the following described tract parcel of land lying and being in the County of Skamania State of Washington and bounded and described as follows, to-wit:

The East half of the southwest quarter; the Northwest quarter of the Southeast quarter, and Lot Four in Section nineteen in Township three North of Range nine East of the Willamette meridian, containing one hundred and fifty eight and 46/100 acres.

Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining.

This conveyance is intended as a mortgage to secure the payment of four hundred fifty and 00/100 dollars, together with interest thereon at the rate of 6 per cent per annum from date title to the land described herein is perfected, until paid according to the tenor of a certain promissory note bearing date the June 8th 1909 made by Emma L. O'Bryon and Geo. E. O'Bryon payable one year after the title to the land herein described is perfected to the order of Frank Morrison 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 executors administrators and assigns are hereby authorized to declare all of said sums at once due and payable and 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 then be 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 party making such sale upon demand to the said party of the first part their heirs and assigns. And in any suit or other proceedings that may be had for the recovery of said principal, <sup>it shall be lawful for</sup> the said party of the second part his 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 thirty five dollars in gold coin, (or in case of settlement or payment being made after it has commenced and before the final decree has been entered thereon, an attorneys fee