

the uses and purposes therein mentioned.

Given under my hand and official seal this 8th day of August 1910

Thos S. Keep, Notary Public for Washington

(Notarial Seal)

residing at Washougal, Wash

Filed for record by E.L. Minton on August 17th 1910 at 8.15 A.M.

A. Fleischhauer

Co. Auditor

Satisfied

Pg 373 BKL

States to Wachter

This Indenture witnesseth that R.W. States and Ella States his wife of Stevenson Skamania County Washington in consideration of one thousand dollars to them in hand paid, the receipt whereof is hereby acknowledged have bargained and sold and by these presents do grant, bargain, sell and convey unto John Wachter the following described premises to-wit: All of Lots five, six, seven, eight, nine, ten, eleven, twenty two, twenty three, twenty four, twenty five, twenty six, twenty seven and twenty eight, all in block seven (7) in the Town of Stevenson in the County of Skamania State of Washington according to the official plat thereof now on file and of record in the office of the Auditor of said County of Skamania. Together with hereditaments, tenements and appurtenances thereunto belonging or in anywise appertaining to have and to hold the same with the appurtenances unto the said John Wachter his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of one thousand dollars and the interest thereon in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$1000.00

Stevenson Wash. August 22nd 1910

Two years after date for value received I promise to pay to the order of John Wachter one thousand dollars with interest thereon payable annually at the rate of 8 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. If the interest is not paid when due it shall be compounded with the principal and bear like interest therewith, principal and interest payable in lawful money of the United States. And in case suit 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, to be taxed as part of the costs of such suit together with the plaintiff attorney. It is specially agreed and consented that a deficiency judgment may be taken in a suit upon this note:

R.W. States

Ella States.

Now if the sum of money due upon said promissory note be paid according to the agreements therein expressed, 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 John Wachter or his legal representatives may 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 retain the said principal and interest together with the costs and charges of making such sale including such attorneys fee as the court may deem reasonable, together with all other lawful charges which he or they may be compelled to pay for his or their security, and the surplus if any there be pay over to the said R.W. States and Ella States their heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.