

This Indenture witnesseth that A.R.Freeberg and-----Freberg his wife in consideration of two hundred fifty dollars to them in hand paid, the receipt whereof is hereby acknowledged, have bargained and sold and by these presents to grant, bargain, sell and convey unto Bartley Gruber the following described real premises to-wit: Beginning at a point sixty five rods south and fifty eight rods and thirteen feet east of the northwest of the southeast of the Northeast quarter of section twenty, township three North of Range eight East Willamette Meridian, running thence east twenty rods, thence north forty rods, thence west twenty rods, thence south forty rods to point of beginning, containing five acres. 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 Bartley Gruber his heirs and assigns forever.

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

#250.00

Carson Wash. May 2, 1910

On or before one year after date for value received I promise to pay to the order of Bartley Gruber two hundred fifty 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, principal and interest payable in U.S. Gold coin. 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 to be taxed as a part of the costs of such suit. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

A.R.Freeberg

Now if the sums of money due upon said promissory note shall 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 Bartley Gruber or his legal representative may sell the premise 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 and the surplus, if any there be, shall be paid to the said A.R.Freeberg and Alice C.Freeberg their heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.

In Witness whereof we hereunto set our hands and seals this 2nd day of May 1910

Signed, sealed and delivered in presence of

L.T.Smith

A.R.Freeberg (Seal)

David Bunz

Alice C.Freeberg (Seal)

State of Washington

County of Skamania, ss. I, L.T.Smith do hereby certify that on this 2nd day of May 1910 before me personally appeared A.R.Freeberg and Alice C.Freeberg his wife, to me known to be the individuals described in and who executed the within 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 2nd day of May 1910

L.T.Smith, Notary public for Washington

(Notarial Seal)

residing at Carson, Wash

Filed for record by A.N.Page on Nov.12th 1910 at 1.15 P.M.

A.Fleischhauer

Co.Auditor

1.05