

do hereby certify that on this 17th day of September 1910 personally appeared before me B.L.M. Johnson and Nettie Johnson husband and wife of Kelso Cowlitz Co. Wash. 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-----of-----

F.L. Stewart, Notary Public for Washington

(Notarial Seal)

residing at Kelso, Wash

Filed for record by D.L. Marble on Nov. 14th 1910 at 8.15 A.M.

A. Fleischhauer

Co. Auditor

*Satisfied*

BK N

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McEneny to Busseshut

This Indenture made this 27th day of October 1910 between Thomas McEneny and Mary McEneny his wife, the parties of the first part and J.H. Bussenshut, party of the second part witnesseth: That the said parties of the first part for and in consideration of the sum of six hundred dollars gold coin of the United States in hand paid to them by the 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 or parcel of land lying and being in the County of Skamania State of Washington to-wit: Lot numbered seven (7) containing 20 acres of land, being a part of the Oregon Lumber Company's subdivision of a part of Section fourteenth (14) Township three (3) North of Range nine (9) East of Willamette Meridian. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. This conveyance is intended as a mortgage to secure the payment of the sum of six hundred dollars gold coin of the United States together with interest thereon in like gold coin at the rate of eight per cent per annum from date until paid according to the tenor of one certain promissory note bearing date Oct. 27th 1910 made by Thomas McEneny and Mary McEneny his wife to the order of J.H. Bussenshut, and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default shall be made in the payment of the principal or interest of said promissory note or any part thereof when the same shall be due according to the terms and conditions thereof then the said party of the second part his heirs and assigns are hereby empowered 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 provided 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 on demand to the said party of the first part their heirs or assigns. And in any suit or other proceedings that may be had for the recovery of said principal and interest on either said note or this mortgage it shall and may be lawful to include in the judgment that may be recovered counsel fees and charges of attorneys employed in such foreclosure suit the sum of fifty dollars or in case settlement is made after suit has commenced and before final decree has been entered thereon, an attorney's fees of twenty five dollars shall be taxed as a part of the costs of such suit) as well as all payments that the said party of the second part his heirs or assigns may be obliged to make for his or their security by insurance or on account of any taxes, charges, incumbrances or assessments of the said premises or any part thereof.