

Satisfied By 195 BKN Vinton to Walther

This Indenture Made this 27th day of August in the year of our Lord 1909 between C.M.Vinton and Caroline Vinton (husband and wife) the parties of the first part and Rose Walther, party of the second part, Witnesseth, That the said parties of the first part for and in consideration of the sum of six hundred and twenty-five (\$625.00) Dollars gold coin of the United states to them 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 her heirs and assigns the following described tract or parcel of land lying and being in the county of Skamania State of Washington and particularly described as follows, to-wit:

All the East half of the East half of the southeast quarter of the southeast quarter of Section twenty-four (24) Township three (3) North of Range nine (9) East of willamette Meridian, containing ten (10) acres more or less. Together with all and singular the tenements hereditaments and appurtenances thereto belonging. This conveyance is intended as a mortgage to secure the payment of six hundred and twenty-five (\$625.00) Dollars gold coin of the United states, together with interest thereon in like gold coin at the rate of seven per cent per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date----- made by C.M.Vinton and Caroline Vinton payable to the order of Rose Walther, 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 or her executors administrators or assigns are hereby 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 said principal and interest whether the same shall be then due or not, together with the costs and charges of making such sale and the over plus if any there be shall be paid by the party making such sale, on demand, to the said parties 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 sum and interest on either said note or this mortgage it shall be lawful for the said party of the second part her heirs or assigns to include in the judgment that may be had counsel fees and charges of attorneys and counsel employed in such foreclosure suit the sum of blank dollars in gold coin as well as all payment that the said party of the second part her heirs or assigns may be obliged to make for her own or their security by insurance or on account of any taxes, charges incumbrances or assessments whatsoever on the said premises or any part thereof.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

W.O.Knight

C.M.Vinton (Seal)

E.J.Rudel

Caroline Vinton (Seal)

State of South Dakota

County of Clay, ss. This is to certify that on this 27th day of August 1909 before me, W.O.Knight a Notary Public in and for the State of South Dakota, duly commissioned and sworn personally came C. Vinton and Caroline Vinton husband and 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.

Witness my hand and official seal the day and year in this certificate first above written.

W.O.Knight, Notary Public for State of South Dakota

(Notarial Seal)

Wabonda, So. Dak.

Filed for record by Hood River Banking Co. on Sept. 2nd 1909 at 1.15 P.M.

A.Fleischhauer

Co. Auditor