

Satisfied

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Rosenkranz to Sutherland.

This Indenture made this 7 day of September 1909 between Charles Rosenkranz and Kathrine Rosenkranz his wife, the parties of the first part and L.H. Sutherland, the 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 fifty (\$650.00) dollars gold coin of the United States to us in hand paid, the receipt whereof is hereby acknowledged do by these presents grant, bargain, sell convey and confirm unto the said party of the second part his heirs and assigns the following described tract or parcel of land lying and being in the County of Skamania State of Washington and bounded and described as follows:

The Southwest quarter of the Northeast quarter of the Southeast quarter of Section nine Township three North of Range ten East of Willamette Meridian containing ten 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 fifty dollars (\$650.00) gold coin of the United States together with interest thereon in like gold coin at the rate of 6 per cent per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date September 7 made by Charles Rosenkranz and Kathrine Rosenkranz payable to the order of L.H. Sutherland, and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default is made in payment of the principal and 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 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 then be due or not, together with the costs and charges of making such sale and thereoverplus if any there be, shall be paid by the party making such sale on demand, to the said parties of the first part his heirs executors or assigns. And in any suit or other proceeding that may be had for the recovery of said principal and interest on either this note or this mortgage it shall and may be lawful for the said party of the second part his heirs, executors or administrators and 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 fifty (50.00) dollars in gold coin (or in case of settlement or payment being made after suit is commenced and before the final decree has been entered thereon an attorneys fees of fifty dollars in gold coin shall be taxed as part of the costs in such suit) as well as all payments that the said party of the second part his heirs executors administrators or assigns may be obliged to make for his or their security by insurance or on account of any taxes assessments incumbrances 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.

Signed, sealed and delivered in presence of

R Field

Charles Rosenkranz (Seal)

Myron S. Smith

Kathrine Rosenkranz (Seal)

State of Washington

County of Skamania, ss. This is to certify that on this 7 day of September 1909 before me, R. Field, a Notary Public in and for the state of Washington duly commissioned and sworn, personally came Charles Rosenkranz and Kathrine Rosenkranz, 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.