

Satisfied
pg 71 BK M

Teague to Baumgardner

This Indenture Witnesseth, that J.H. Teague and Bertha L. Teague husband and wife in consideration of One thousand & twenty five & no/100 dollars to him in hand paid, the receipt whereof is hereby acknowledged, have bargained and sold and by these presents does bargain, sell and convey unto Missouri C. Baumgardner the following described premises to-wit:

The South forty (40) acres of the Northwest quarter (NW $\frac{1}{4}$) of section eight (8) in Township one (1) North of Range five (5) East of Willamette Meridian containing said 40 acres, in Skamania County State of Washington. Together with tenants hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the same with the appurtenances unto the said Missouri C. Baumgardner, her heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of one thousand & twenty-five & no/100 dollars and the interest thereon in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$1025.00 Washougal, Wash. July 6th 1909.
I, J.H. Teague, Bertha L. Teague for value received, hereby promise to pay to the order of Missouri C. Baumgardner, one thousand & twenty five dollars with interest thereon until paid at the rate of six 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 U.S. Gold Coin, and in case suit is instituted to collect this note or any part thereof I promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees to be added as part of the costs of such suit for the use of plaintiffs attorney. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note. This note is payable and on or before July 6th 1913 and absolutely due on said date.

J.H. Teague
Bertha L. Teague

Now if the sums of money due upon said promissory note be paid according to the agreements therein expressed, this conveyance shall be void, but in case default be made in the payment of the principal or interest as therein provided, then the said Missouri C. Baumgardner or her 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 and the surplus if any there be, pay over to the said J.H. Teague and Bertha L. Teague, 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 8th day of Sept. 1909

Executed in presence of

Geo. P. Larsen

J.H. Teague (Seal)

Thos S. Keep

Bertha L. Teague (Seal)

State of Washington

County of Skamania, ss. I, Thos S. Keep, do hereby certify that on this 8th day of Sept. 1909 before me personally appeared J.H. Teague and Bertha L. Teague 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. Given under my hand and official seal this 8th day of Sept. 1909

Thos S. Keep / Notary Public in and for State of Washington
(Notarial Seal) residing at Washougal in said county

Filed for record by C. Baumgardner on Sept. 9th 1909 at 11.30 A.M. A. Fleischhauer, Co. Auditor