

before me the undersigned a Notary public in and for said county and state, personally appeared the wit in named H.J. Harris to me known to be the identical person described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily. In Testimony Whereof I have hereunto set my hand and official seal the day and year last written.

J.O. Stearns

(Notarial Seal)

Notary Public for Oregon

Filed for record by Inez Eckerson on June 29th 1909 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

*Approved July 7 '09*

*John Skarr*

Peterson to Bardwick

*Satisfied*

*Pg 59 Bk I*  
*9-11-09*

This Indenture Witnesseth that Carl E. Peterson (unmarried) party of the first part for and in consideration of the sum of One hundred twenty five and no/100 dollars to him in hand paid, the receipt whereof is hereby acknowledged, has bargained, sold and conveyed and by these presents does bargain, sell and convey unto Charles Bardwick, party of the second part, the following described premises to-wit:

Lots three (3) and four (4) of Section one (1) and Lots one (1), two (2) and three (3) of Section two (2) in Township three North of Range seven (7) East of Willamette Meridian in Skamania county Washington, containing one hundred sixty one and thirty hundredths acres. It is understood that this mortgage is subject to two prior mortgages one for \$200.00 and one for \$300.00 in favor of W.D. McIntosh. Together with tenements hereditaments and appurtenances thereunto belonging. To have and to hold the same with the appurtenances unto the said Charles Bardwick his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of one hundred twenty five dollars in accordance with the tenor of one certain instrument of writing of which the following is a copy to-wit:

\$125.00

Portland, Oregon July 1st 1909

September 18th 1909 after date without grace I promise to pay to the order of Charles Bardwick at Portland Oregon One hundred twenty five dollars in Gold coin of the United States of the present standard value with interest thereon in like gold coin at the rate of 10 per cent per annum from maturity until paid for value received. Interest to be paid with principal and of not so paid the whole sum of both principal and interest to become immediately due and collectable at the option of the holder thereof. And in case suit or action is instituted to collect this note or any portion thereof I promise to pay in addition to the costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable for attorneys fees to be allowed in said suit or action.

(Signed) Carl E. Peterson

Now if the sums of money due upon said instrument shall be paid according to agreement therein expressed, this conveyance shall be void, but in case default be made in the payment of the principal or interest as above provided, then the said Charles Bardwick and his legal representatives may sell the premises above described with all and every of the appurtenances or any part thereof in the manner prescribed by law and out of the proceeds arising from such sale retain the said principal and interest together with the costs and charges of making such sale and a reasonable sum as attorneys fee, and the overplus if any there be, paid over to the said Carl E. Peterson, heirs or assigns, and the said party of the first part covenants and agrees with the said party of the second part to pay to the said party of the second part the said sum of