

Satisfied Pg 734 BK N Reddick to Bernard

This Indenture made this 18th day of September in the year of our Lord one thousand nine hundred and nine between Mrs. Rosa B. Reddick a widow, party of the first part, and Charles Bernard and Roasa Bernard his wife of the County of Wasco State of Oregon parties of the second part, Witnesseth that the said party of the first part for and in consideration of the sum of seven hundred forty dollars to her in hand paid the receipt whereof is hereby acknowledged has bargained, sold, aliened, released and conveyed and by the present does bargain, sell, release and convey unto the said parties of the second part their heirs and assigns forever all the following described real estate situated in Skamania County (State of) Washington to-wit:

Lot One (1) Sec. thirty-two (32) Tp. three (3) North of Range nine (9) East of W.M., containing thirty two acres more or less; also all the tide and shore lands of the second class situate in front of, adjacent to or upon that portion of the Government meander line lying in front of the above described premises. This conveyance of the above tract of land is made subject to a right of way 200 feet in width heretofore condemned and appropriated to its use by the Portland & Seattle Railway Company, and is also subject and there is hereby reserved from said tract of land a right of way of 200 feet in width over through and across said land for the use and benefit of the Columbia Valley Railroad Company, same to be as now stated out and located or as the same may hereafter be changed, located or relocated over and across the said premises by said Company. Together with the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining and also the estate right title and interest of the said party of the first part, of, in and to the same. To have and to hold the hereinabove granted bargained and described premises with the appurtenances unto the said parties of the second part their heirs and assigns forever.

And the said party of the first part does covenant to and with the said parties of the second part their heirs and assigns that he is the owner of the above granted premises in fee simple; that they are free from all incumbrances and that she will and her heirs, executors and administrators shall warrant and defend said above granted premises unto the said parties of the second part and their heirs and assigns against the lawful claims and demands of all persons whomsoever.

This instrument is intended as a mortgage to secure the payment of the sum of \$740.00 seven hundred forty dollars, interest thereon and attorneys fees in accordance with the tenor of a certain promissory note of which the following is a substantial copy to-wit:

\$740.00

The Dalles, Oregon September 18th 1909

On or before five years after date without grace, I, we, or either of us promise to pay to the order of Charles Bernard seven hundred forty dollars with interest thereon at the rate of six per cent per annum from date until paid for value received, both principal and interest payable in U.S. Gold Coin of the present standard value at the office of Menefee & Wilson, The Dalles Oregon interest payable annually, and if not so paid then both principal and interest to become immediately due and collectible at the option of the holder of this note, and in case suit or action is instituted to collect this note or any part thereof I, we or either of us promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees in said suit or action.

(signed) Rosa B. Reddick

Now therefore, if the said promissory note, principal and interest and attorneys fees shall be paid when the same shall become due according to the terms and conditions of said promissory note and of this indenture, then this indenture shall be void but in case default shall be made in the payment of the principal or interest in said promissory note or any part thereof, or in case default shall be made in the payment of any sum that may become due or payable as herein provided, then the party of the second part, executors administrators and assigns are hereby empowered to 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 to retain