

Satisfied

Pg 307

Koen to McGowan
BK N

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This Indenture made this 28th day of September 1909 between Homer R. Koen and Morris M. Koen his wife of the County of Multnomah, State of Oregon, parties of the first part, and Geo. McGowan of the County of Multnomah State of Oregon, party of the second part, witnesseth: That the said parties of the first part for and in consideration of the sum of five hundred and five and no/100 dollars to them in hand paid, the receipt whereof is hereby acknowledged have bargained and sold and by these presents do bargain, sell and convey unto the said party of the second part his heirs and assigns all the following bounded and described property: All of the East $\frac{1}{2}$ of the Northeast $\frac{1}{4}$; the southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ of Section 20 Township two (2) North of Range six (6) East of Willamette Meridian, Skamania County Washington. Together with the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the heretofore granted, bargained and described premises with the appurtenances unto the said party of the second part his heirs and assigns forever. And the said parties of the first part covenant that they are the owners in fee of the said premises, that they will warrant and defend them against the lawful claims and demands of all persons whomsoever.

This conveyance is intended as a mortgage to secure the payment of the sum of five hundred and five and no/100 dollars in accordance with the tenor of two certain promissory notes of which the following are substantial copies, to-wit:

\$475. 00

Portland, Oregon Sept. 24th 1909

November 24th 1909 after date without grace we promise to pay to the order of Geo. McGowan four hundred and seventy-five and no/100 dollars for value received with interest payable monthly at the rate of ten per cent per annum from date until paid and in the event of default in the payment of the installments of principal or interest as herein provided then the entire amount shall immediately become due and payable at the option of the holder of this note, and a reasonable attorneys fee for the collection of this note or any part thereof. And in case suit or action is instituted to collect this note or any part thereof I promise to pay such additional sum as the Court shall adjudge reasonable as attorneys fees in such suit or action; and to secure the payment of said amount I hereby authorize irrevocably any attorney of any court of record to appear for me in such court any term time or vacation, or before any Justice of the Peace at any time after maturity and confess a judgment without process in favor of the holder of this note for such amount as may appear to be unpaid thereon, together with costs and attorneys fees and to waive a release of errors which may intervene in any such proceedings and consent to immediate execution upon such judgment, hereby ratifying and confirming all that my said attorney may do by virtue hereof; and I hereby irrevocably waive the benefit of all statutes exempting my real or personal property or earnings from attachment or execution levies, or from lien of judgment or decree, or enforcement of same or any legal process to collect all or any part of this note:

copy

Homer R.Koen
Dorris M.Koen

\$30.00.

Portland, Oregon, Sept: 24th 1909

Sept. 25th 1909 after date without grace I promise to pay to the order of Geo. McGowan thirty and no/100 dollars for value received with interest payable monthly at the rate of ten per cent per annum from date until paid and in the event of default in the payment of any of the installments of principal or interest as herein provided, then the entire amount shall immediately become due and payable at the option of the holder of this note and a reasonable attorneys fee for the collection of this note or any part thereof. And in case suit or action is instituted to collect this note or any portion thereof I promise to pay such additional sum as the court shall adjudge reasonable as attorneys fees in such suit or action together with