

In Testimony Whereof I have hereunto set my hand and Notarial Seal the day and year in this my certificate first above written. Commission expires Aug.30.1914

M.C.Clarke

(Notarial Seal)

Notary Public for Wisconsin

Filed for record by E.O.Blanchard on Jan. 28th 1911 at 8.15 A.M.

A.Fleischhauer

Co.Auditor

Satisfied
Pg 125 BK N

Nevin to Wendorf

This Indenture made this 17th day of December 1910 between E.Louise Nevin of East Liverpool, Ohio, the party of the first part therein and W.A.Wendorf of Underwood Wash party of the second part; Witnesseth: That the said party of the first part for and in consideration of the sum of fifteen hundred dollars gold coin of the United States in hand paid by the party of the second part, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said party of the second part and to his heirs and assigns the following described real property lying and being in the county of Skamania State of Washington and bounded and described as follows to-wit:

Beginning at the Southeast corner of the Northeast quarter of the southeast quarter of section sixteen (16) in Township three (3) North of Range ten (10) East of the Willamette Meridian, running thence north forty eight (48) rods; thence west thirty-five (35) rods; thence south forty-eight (48) rods, thence East thirty-five (35) rods to the place of beginning containing ten and one half (10½) acres. Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining. This conveyance is intended as a mortgage to secure the payment of the sum of fifteen hundred dollars gold coin together with interest thereon in like gold coin at the rate of seven (7) per cent per annum from date until paid according to the terms and conditions of one certain promissory note bearing date Dec.17th 1910 made by E.Louise Nevin payable to the order of W.A.Wendorf, and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default shall be made in the payment of the principal or interest or any part thereof when the same shall be 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 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 overplus if any there be shall be paid by the party making such sale on demand to the said party of the first part his heirs or assigns. And in any suit or other proceedings that may be had for the recovery of said principal sum and interest on either said note or this mortgage it shall and may be lawful for the said party of the second part his heirs executors and or assigns to include in the judgment that may be recovered, counsel fees and charges of attorneys in such foreclosure suit the sum of what the Courts adjudge reasonable in gold coin, 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 charges incumbrances or assessments