

In Testimony Whereof I have hereunto set my hand and official seal the day and year last above written.

H. Elmer Poe, Notary Public for Oregon

(Notarial Seal)

my commission expires Dec. 23 1912

Filed for record by J.W. Draper on April 26th 1911 at 1.15 P.M.

A. Fleischhauer

co. auditor

Satisfied

Pg 250 BK R

Peterson to Waggener

This Indenture made this 20 day of April 1911 between Ole Peterson, Cougar Washington, single, the party of the first part, and Rufus Waggener of-----part of second part Witnesseth that: the said party of the first part for and in consideration of the sum of one thousand five hundred dollars gold coin of the United States to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto 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 particularly bounded and described as follows to-wit:

Lot three in Section (30) & South half of the Northwest $\frac{1}{4}$ & Lot (3) & (4) Section (29) Township seven North Range five East. Together with all and singular the tenements hereditaments and appurtenances thereunto belonging. This conveyance is intended as a mortgage to secure the payment of the sum of one thousand five hundred dollars gold coin of the United States together with interest thereon at the rate of 8 per cent per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date April 20 1911 made by Ole Peterson payable to the order of Rufus Waggener one year after date, and these presents shall be void if such payment be made according to the terms and condition thereof. But in case default shall be made in the payment of the principal or interest of said promissory note 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--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 to retain the said principal and interest whether the same shall then be due or not, together with the costs and charges of making such sale and the surplus 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 proceeding that may be had for the recovery of the said principal 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 or assigns to include in the judgment that may be recovered counsel fees and charges of attorneys employed in such foreclosure suit the sum of \$75.00 (or in case settlement being made after suit is commenced and before final decree is entered thereon an attorneys fee of \$25.00 shall be taxed as part of the costs in such suit) as well as all payments that the said party of the second part his heirs or assigns may be obliged to make for -----or their security by insurance or on account of any taxes charges incumbrances or assessments whatsoever on the said premises or any part thereof.