

Satisfied
Pg 535 BKN

Train to Oliver ✓

This Indenture made this 24th day of August 1911 between O.C. Train and Elena Price Train husband and wife of Stevenson Washington the parties of the first part and Ruby M. Oliver the party of the second part Witnesseth: That the said parties of the first part for and in consideration of the sum of twelve hundred dollars lawful money of the United States to us in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged do by these presents grant bargain, sell and convey unto the said party of the second part and to her heirs and assigns the following described tract or parcel of land lying and being in the County of Skamania State of Washington and described as follows to-wit:

All the Northwest quarter of the Northeast quarter of section thirty six (36) in Township three (3) North of range seven and one half (7½) East of Willamette meridian, except fifteen acres heretofore conveyed to S.L. Moore by a deed which is now of record in Book E of Deeds records of Skamania County Wash. at page 246. Also all the southwest quarter of the Northeast quarter of said section thirty six township three North Range seven and one half East of W.M. excepting therefrom one and one half acres heretofore conveyed to George Nix off from the east side of said tract lying between the County Road and the land of said George Nix, excepting also from said tracts that certain tract of land heretofore deeded to H.M. Button, said deed being recorded in Book K of deeds records of said county at page 300, the description therein reading as follows: that part of the west half of the northeast quarter of section 36 Township 3 North Range 7½ East W.M. lying west of Nelson Creek being 12½ acres more or less. Also a strip of land off the south side of the Southeast quarter of the Northeast quarter of said section 36 township 3 North Range 7½ East W.M. excepting ½ acre deeded to school district No. 16. Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining? And we warrant that said premises are owned by us in fee simple and that there are no prior incumbrances thereon. This conveyance is intended as a mortgage to secure the payment of twelve hundred dollars lawful money of the United States together with interest thereon in like lawful money at the rate of eight per cent per annum from date until paid according to the tenor of one certain promissory note bearing date the 24th day of August 1911 made by O.C. Train and Elena Price Train his wife payable on or before five years after date to the order of Ruby M. Oliver and these presents shall be void if such payment be made according to the terms and agreements thereof. Said interest being payable annually on December 1st of each year. But in case default shall be made in either the principal or interest of said note or any part thereof when the same shall become due and payable according to the terms and conditions thereof or of this mortgage, then the said party of the second part her heirs executors or assigns are hereby authorized to declare all of the said sums at once due and payable and empowered to sell said premises with all and every of the appurtenances or any part thereof in the manner prescribed 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 overplus if any there be shall be paid by the party making such sale on demand to the said parties of the first part or their legal representatives. Provided that in the default of the payment of any interest when due no foreclosure shall be had as provided herein until the party of the second part or her legal representative have given thirty days notice that said installment of interest is due by mailing

See assignment K Mtg 435 & 24 July 3440