

certify that on this 28th day of April 1911 personally appeared before me Leon W. Curtiss to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned

Given under my hand and official seal this 28th day of April 1911

(Notarial Seal)

W.H. Wilson, Notary Public for Oregon  
residing at The Dalles, Ore

Filed for record by M. Fowler on Nov. 1st 1911 at 8.15 A.M.

A. Fleischhauer

Co. Auditor

*Satisfied*  
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Bennett to Bethea

This Indenture made this 19th day of August 1911 between Ira Bennett and Ona Bennett husband and wife, the parties of the first part, and F.E. Bethea, party of the second part. Witnesseth: That the said parties of the first part for and in consideration of the sum of eighteen hundred (\$1800.00) dollars gold coin of the United States to them in hand paid by the said party of the second part, 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 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:

The south forty (40) acres of the Northwest quarter (NW $\frac{1}{4}$ ) of Section eight (8) in Township One (1) North of Range five (5) East of Willamette Meridian, containing said 40 acres. 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 eighteen hundred dollars gold coin of the United States together with interest thereon at rate of 7 per cent per annum from date until paid, according to the tenor of two (2) certain promissory notes bearing date August 19th 1911 made by Ira Bennett and Ona Bennett husband and wife payable No. 1 for \$500.00 on or before 90 days after date and No. 2 for \$1300.00 on or before 4 years after date to the order of mortgagee, and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default be made in the payment of the principal or interest of said promissory notes 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 declare all of said sums of money at once due and payable and 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 whole of 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 to the said parties of the first part their heirs or assigns. And in any suit or other proceedings that may be had for the recovery of said principal and interest on either said notes 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 in such foreclosure suit such sum as the court may adjudge reasonable, as well as all payments