

Berge to Amen

This Indenture Made this 9th day of December 1911 between Jesse M. Berge and J.S. Berge husband and wife, parties of the first part and F.M. Amen, party of the second part Witnesseth: That the said parties of the first part for and in consideration of the sum of one hundred fifteen dollars lawful money of the United States 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 the following described real property situated in the County of Skamania State of Washington to-wit:

Commencing at a point 20 feet east and 20 feet north of the southwest corner of section 23 Township 3 North of Range 8 East of Willamette Meridian, running thence north 330 feet, thence east 478 feet, thence south (21 degrees east 28 minutes) for a distance of 124 feet, thence south 235 feet thence west 120 feet thence north and 49 degrees west along the public road 30 feet thence due west 380 feet to a point of beginning, said described tract of land containing 3.96 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 -----dollars lawful money of the United States together with interest at rate of 10 per cent per annum from date until paid according to the terms and conditions of one certain promissory note bearing date December 9th 1911 made by Jessie Marge and J.S. Berge payable December 9th 1912 after date to the order of F.M. Amen 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 and 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 his heirs executors or assigns may immediately thereafter in the manner provided by law foreclose this mortgage for the whole amount due upon said principal and interest with all other sums hereby secured. In any suit or other proceedings for the recovery of the amount due on either said note or this mortgage said party of the second part his heirs or assigns shall have the right to have included in the judgment which may be recovered the sum of \$20.00 as attorneys fees to be taxed as part of the costs of such suit as well as all payments which said party of the second part his heir or assigns may be obliged to make for his or their security on account of insurance or taxes, charges incumbrances or assessments whatsoever on the said premises or any part thereof. In case of foreclosure of this mortgage the party of the second part his heirs or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby including taxes insurance or other lawful assessments after applying the proceeds of the sale of said premises herein described to the payment thereof and to the costs of such suit.

In Witness Whereof the said party of the first part has hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

A.N. Page

Jessie M. Berge (Seal)

Neva Wood

J.S. Berge (Seal)

State of Washington

County of Skamania, ss/ I/A.N. Page a Notary Public in and for said County and State do hereby certify that on this 9th day of December 1911 personally appeared before me Jessie M. Berge and J.S. Berge husband and wife to me known to be the individuals