

described in and who executed the within instrument and acknowledged that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written.

D.L.Russell, Notary Public for Washington

(Notarial Seal)

residing at Washougal, Wash

Filed for record by D.L.Russell on Dec. 26th 1911 at 1.15 P.M.

A Fleischhauer

Co. Auditor

Satisfied

Pg 160 BK 4

Marble to Howell

This Indenture witnesseth that we, Frank Marble and Clara Marble husband and wife in consideration of seven hundred dollars to us in hand paid the receipt whereof is hereby acknowledged have bargained and sold and by these presents do bargain, seal and convey unto Mary Rott Howell the following described premises to-wit:

The East one half of the east half of the southwest quarter of section eighteen (18) Township one (1) North of Range five (5) East of Willamette Meridian in Skamania County Washington containing 40 acres of land. Together with tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the same with the appurtenances unto the said Mary Rott Howell her heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of seven hundred dollars and the interest thereon in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$700.00

Washougal, Wash. Dec. 23rd 1911

Five years after date with the right to pay after one year any amount for value received we jointly and severally promise to pay to the order of Mary Rott Howell seven hundred dollars with interest thereon annually at the rate of 7 per cent per annum from date, and if not so paid the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. If the interest is not paid when due it shall be compounded with the principal and bear like interest therewith principal and interest payable in U.S. Gold Coin, and in case suit is instituted to collect this note or any portion thereof we promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees to be taxed as a part of the costs of such suit. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

Frank Marble

Clara Marble

Now if the sum of money due upon said promissory note be paid according to the agreements therein contained this conveyance shall be void but in case default shall be made in the payment of the principal or interest as therein provided then the said Mary Rott Howell or her legal representatives may sell the premises above described 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, the surplus if any there be shall be paid to the said Frank Marble and Clara Marble their heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken