

in and for said County, dwelling in said County, commissioned and sworn and duly authorized to take the same, and to take a certificate and Acknowledgment of Proof of Deeds to be recorded. And further that I am well acquainted with the handwriting of said Notary, and verily believe the signature to said certificate of proof or acknowledgment is genuine, and that the same is taken and executed according to the laws of the State of Oregon.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court this 28th day of Feb. A.D.1911

(Seal of)
(County Court)

F.S.Fields

County Clerk.

Filed for record by J. Solomon on March 1, 1911 at 1:15 P.M.

A. Fleischhauer,

County Auditor.

Satisfied

Pg 418 BK M

McBain to McClure

This Indenture made this April 4th 1910 between D. McBain and Laura McBain his wife of Cocks Washington, parties of the first part, and W.E. McClure of Cleveland Washington party of the second part Witnesseth: that the said parties of the first part for and in consideration of the sum of two hundred dollars (\$200.00) lawful money of the United States to them 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 his heirs and assigns the following described tract or parcel of land lying and being in the County of Skamania State of Washington to-wit: The East half of Lot numbered one (1) of the Oregon Lumber Company's subdivision of part of Section fourteen (14) Township three (3) North of Range nine (9) East of Willamette Meridian, according to official plat thereof recorded in Book A of Plats page 29 records of Skamania County Washington, excepting therefrom however all reservations heretofore made by the Oregon Lumber Co. now of record. Also a right of way for a road 20 feet in width along the south line of the west half of said Lot one to connect with the public road dedicated by the Oregon Lumber Co., together with all and singular the tenements hereditaments and appurtenances thereunto belonging. This conveyance is intended as a mortgage to secure the payment of two hundred dollars lawful money of the United States together with interest thereon at rate of 7% per annum from date until paid according to the terms of one certain promissory note bearing date ---10 made and executed by D. McBain payable on or before three years after date to the order of W.E. McClure, 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 or interest of said promissory note or any part thereof when the same shall be due and payable then the said party of the second part, his heirs executors or administrators may immediately thereafter in the manner provided by law foreclose this mortgage for the amount due upon said principal and interest with all other sums hereby secured. In any suit or other proceedings which may be had for the recovery of the amount due, on either said note or this mortgage, said party of the second part his heirs executors administrators and assigns shall have the right to have included in the judgment which may be recovered the sum that the court shall adjudge reasonable as attorneys fees to be taxed as part of the costs of such suit as well as all payments which the said party