

9th day of May 1912, A.D., before me personally appeared R.L. Nicholson, a single man to me known to be the individual described in and who executed the within instrument and acknowledged to me 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 9th day of May 1912 A.D.

(Seal of Sup. Court)

A. Fleischhauer

Clerk of Superior Court,  
Skamania County, Wash.

Filed for record by Amanda Knox on May 10, 1912 at 4:50 P.M.

A. Fleischhauer,

County Auditor.

LaBarre to Koch

This Indenture witnesseth that I, Clarke A. LaBarre a single man of Cape Horn, Wash in consideration of nine hundred (\$900.00) dollars to me in hand paid, the receipt whereof is hereby acknowledged have bargained and sold and by these presents do bargain, sell and convey unto Rudolph Koch the following described premises to-wit: The North half of the south half of the Northeast quarter of section twenty eight (28) in Township two (2) North of Range five (5) East of Willamette Meridian, containing 40 acres. Together with the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining to have and to hold the same with the appurtenances unto the said Rudolph Koch his heirs and assigns forever/ This conveyance is intended as a mortgage to secure the payment of the sum of nine hundred dollars in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$900.00

Stevenson, Wash. Nov. 20th 1911

On or before sixty (60) days after date for value received I promise to pay to the order of Rudolph Koch nine hundred dollars with interest thereon payable at Maturity at the rate of 8 per cent per annum from date until paid 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 lawful money of the United States. And in case suit or action is instituted to collect this note or any portion thereof I promise to pay such additional sum as the court may adjudge reasonable as attorneys fees to be added as part of the cost of such suit for the use of plaintiffs attorney. It is specially agreed and consented that a deficiency judgment may be taken in a suit upon this note.

Clarck A. LaBarre

Now if the sums of Money due upon said note be paid according to the agreements therein expressed 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 Rudolph Koch or his legal representative may sell the said premises abovescribed with 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 and the overplus if any there be shall be paid to the said Clarke A. LaBarre his heirs and assigns.

*Satisfactions recorded Jan. 26, 1929,  
Book of Mlgs. at page 364.  
S. C. Fleischhauer, Co. Aud.  
by Mel J. Brown, Deputy*