

## Unterfachberger to Reynolds

This Indenture Witnesseth that Joseph Unterfachberger a single man of Portland Oregon in consideration of the sum of five hundred twenty five (\$525.00) dollars to him in hand paid the receipt whereof is hereby acknowledged have bargained and sold and by these presents does bargain, sell and convey unto Aby Reynolds the following described premises, to-wit: Southeast quarter of the Southwest quarter of Section thirty-three in Township two North of Range six East of Willamette Meridian, excepting six hundred cords of wood owned by Harry Hazard and right of way to remove the said wood. 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 Aby Reynolds her heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of five hundred twenty five (\$525.00) dollars and the interest thereon in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$525.00

Stevenson Wash. Feb. 25th 1911

Six weeks after date for value received I promise to pay to Bay Reynolds or order the sum of five hundred twenty five dollars with interest thereon payable annually at the rate of 8 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, principal and interest payable in U.S. Gold Coin. And in case suit 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 taxed as part of the costs 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:

Joseph Unterfachberger

Now if the sums of money due upon said promissory note shall 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 Aby Reynolds 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 and all taxes, assessments or other legal charges, and the surplus if any there be, pay over to the said Joseph Unterfachberger his heirs and assigns. In case of for closure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.

In Witness Whereof I have hereunto set my hand and seal this 25th day of February 1911

Signed, sealed and delivered in presence of

Raymond C. Sly

Joseph Unterfachberger (Seal)

W.P. Christensen Jr

Stat of Washington

County of Skamania, ss/ I, Raymond C. Sly do hereby certify that on this 25th day of February 1911 before me personally appeared Joseph Unterfachberger a single man 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 25th day of February 1911

Raymond C. Sly, Notary Public for Wash.

residing at Stevenson, Wash

(Notarial Seal)

Filed for record by M. Reynolds on Feb 28th 1911 at 1.15 P.M.

A. Fleischhauer, Co. Auditor