

Cash to Stauffer

This Indenture Witnesseth that we, Ashley B. Cash and Naomi B. Cash his wife for and in consideration of the sum of five hundred sixty seven dollars to us in hand paid the receipt whereof is hereby acknowledged have bargain sold and conveyed and by these presents do bargain sell and convey unto W.M. Stauffer, party of the second part the following described premises situated in the County of Skamania State of Washington to-wit: The south half of the Northwest quarter of the southeast quarter of the Southwest quarter (S $\frac{1}{2}$ of SE $\frac{1}{4}$ of S $\frac{1}{2}$) of Sec. 11 Tp. 3 N.R. 9m East of W.M. 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 W.M. Stauffer and his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of five hundred sixty seven dollars in accordance with the tenor of a certain instrument of writing of which the following is a copy to-wit:

\$567.00

Hood River Oregon Sept. 13th 1912

Three years after date without grace I, we or either of us promise to pay to the order of W.M. Stauffer at the office of the Butler Banking Co. Hood River Oregon five hundred sixty seven dollars in Gold coin of the United States with interest thereon in like gold coin at the rate of eight per cent per annum from date until paid for value received. Interest to be paid annually 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. And in case suit or action is instituted to collect this note or any portion thereof I, we or either of us promise and agree to pay in addition to the costs and disbursements allowed by statute such additional sum as the court may adjudge reasonable as attorneys fees in said suit or action

Signed Ashley B. Cash
Naomi B. Cash

Now if the sums of money due upon said instrument shall be paid according to the agreement herein expressed this conveyance shall be void, but in case default shall be made in the payment of the principal or interest as above provided then the said W.M. Stauffer and his legal representative 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 a reasonable sum as a attorneys fees and the overplus if any there be paid over to the said Ashley B. Cash and Naomi J. Cash and their heirs and assigns, and the said party of the first part for themselves and for their heirs and assigns to covenant and agree to pay to said party of the second part their heirs and assigns the said sum of money as above mentioned.

Witness my hand and seal this 19th day of September 1912

Done in presence of

A. Whitehead

Ashley B. Cash (Seal)

A. W. Onthank

Naomi J. Cash (Seal)

State of Oregon

County of Hood River, ss. Be it remembered that on the 13th day of September 1912

before me the undersigned a Notary Public in and for said county and state personally appeared the within named Ashley B. Cash and Naomi J. Cash his wife who are known to me to be the individuals described in and who executed the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof I have hereunto set my hand and official seal the day and year last above written.

Alton W. Onthank, Notary Public for Oregon

(Notarial Seal)

My Commission expires June 1st 1913

Filed for record by A. W. Onthank on Sept? 16th 1912 at 8.15 A.M.

A. Fleuschhauer, Co. Auditor

1.05