

Wetherby to Herrall

This indenture Witnesseth that I, George Wetherby of Portland, Oregon party of the first part for and in consideration of the sum of three hundred and no/100 dollars (\$300.00) to me in hand paid the receipt whereof is hereby acknowledged have bargained and sold and conveyed and by these presents do bargain sell and convey unto Anna Herrall of Portland, Oregon, party of the second part the following described real property to-wit:

Lots one (1) and two (2) and the south half of the northeast quarter of section six (6) Township three (3) North of Range six (6) East of Willamette Meridian in Skamania County Washington. Together with tenements hereditaments and appurtenances thereunto belonging. To have and to hold the same with the appurtenances unto the said party of the second part his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of three hundred dollars (\$300.00) in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$300.00

December 3rd 1912

Three years after date without grace I promise to pay to the order of Anna Herrall at 518 Chamber of Commerce Bldg Portland Oregon Three hundred dollars in gold coin of the present standard value with interest therein on like gold coin at the rate of 8 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 promise to pay in addition to the costs and disbursements provided by statute such additional sum as the court may adjudge reasonable as attorneys fees in said suit or action.

Signed George Wetherby

Now if the sums of money due upon said instrument shall be paid according to the agreement therein expressed this conveyance shall be void but in case default shall be paid in the payment of the principal or interest as above provided then the said Anna Herrall and 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 a reasonable sum as attorneys fees and the overplus if any thereof shall be paid to the said George Wetherby his heirs or assigns, and the said party of the first part for his heirs executors and administrators do covenant and agree to pay the said party of the second part her heirs or assigns the said sum of money as above mentioned.

Witness my hand and seal this 3rd day of December 1912

Done in presence of

Edwin G. Amme

Clyde Richardson

State of Oregon

George Wetherby (Seal)

County of Multnomah, ss Be it remembered that on this 3rd day of December 1912 before me the undersigned a Notary Public in and for said County and State personally appeared the within named George Wetherby a bachelor who is known to me to be the identical individual described in and who executed the within instrument and acknowledged that he executed the same freely and voluntarily. In testimony Whereof I have hereunto set my hand and official seal the day and year last written.

Edwin G. Amme

(Notarial Seal)

Notary Public for Oregon

Filed for record by C. Richardson on Dec. 4th 1912 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

1.055