

therein mentioned; and on oath stated that they were authorized to execute said instrument, and that the seal affixed thereto is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

Charles R. Holton

Notary Public for California, Residing in the City and  
County of San Francisco, in said State.  
My commission expires: Sept. 16, 1914.

Filed for record by Wood, Montague & Hunt on December 5, 1912 at 1:15 P.M.

A. Fleischhauer,

Co. Auditor.

0.42.90v

Thompson to Gevurtz & Sons

This indenture Witnesseth that Henry M. Thompson of White Salmon Washington, party of the first part for and in consideration of the sum of eighty six hundred (\$8600.00) dollars in Gold coin of the United States of America to him in hand paid by I Gevurtz & Sons of Portland Oregon, parties of the second part has granted bargained and sold and by these presents does grant bargain, sell and convey and warrant unto the said parties of the second part and to its successors, heirs and assigns the following described premises situate lying and being in the County of Klickitat and Skamania, State of Washington to-wit:

All of Lots numbered three hundred five (305 and three hundred five and one half (305½) of the subdivision of Fruit Home Colony as the same is platted and of record in the office of the County Auditor of Klickitat County, said lots being situated in said Klickitat County Washington. All of Lot numbered two hundred fourteen (214) of the subdivision of Fruit Home Colony according to the duly recorded map or plat thereof of record in the office of the County Auditor of said Klickitat County Washington, said lot being situated in said Klickitat County Washington. All of that certain tract or parcel of land beginning at the NW corner of the southeast quarter of the Northeast quarter of section three in Township three north of Range ten east of the Willamette Meridian, running thence east ten chains thence south nine chains, more or less to the channel of the White Salmon River, thence southwesterly along the said channel of the White Salmon River to a point where the same intersects the line between the east and west half of the east half of said section three in said township and range, thence north along said line to the place of beginning, situate in said Skamania County Washington. All of the following described tract or parcel of land to-wit: All of the land lying west of the White Salmon River in Lot two section two township three North of range ten east of Willamette Meridian in Skamania County Washington. Also all of the following described water rights to-wit: All the water rights acquired by one A.Y. Marsh by notice of appropriating made and signed by the said A.Y. Marsh on the 24th day of April 1911 and filed for record in the office of the County Auditor of Skamania County Washington on the 17th day of April 1911 appropriating twenty (20) cubic feet of water of Mill Creek in said County and state; and also all the water rights acquired by notice of appropriation signed by one Mike Thornton on the 24th day of April 1911 and filed for record in the office of the County Auditor of Skamania County on April 20th 1911 appropriating thirty (30) cubic feet of water from Buck Creek in said Skamania County, which said water rights have been conveyed by the said A.Y. Marsh and Mike Thornton to the party of the first part herein; also that certain water right acquired by the party of the first part herein on Sept. 8th 1911 by notice of appropriating signed by the said party of the first part on said date and filed for record in the office of the Auditor for Skamania County Wash. on Sept. 11th 1911 appropriating two (2) cubic feet of water of that certain creek running into Mill Creek in said Skamania County Wash. except such portion of said property as may have been taken by Northwestern Electric company by virtue of Condemnation suits.

To have and to hold the said premises with all their appurtenances unto the said party of the second part and to its successors heirs and assigns forever. And the said party of the first part for himself and for his heirs executors and administrators do hereby covenant to and with the said party of the second part his heirs and assigns that he is the owner in fee simple of said premises that the same are free from all incumbrances and that they will warrant and defend the title thereto against all lawful claims whatsoever except 2 mortgages to secure \$1150.00 and subject to option existing against said property.

This covenant is intended as a mortgage and is given to secure the payment of eighty six hundred (\$8600.00) dollars together with interest thereon at the rate of six per cent per annum from date until paid, payable semiannually according to the terms of the certain promissory note bearing date October 19th 1912 made by Henry M. Thompson payable six months to the order of the said I Gevurtz & Sons. Said party of the first part hereby agrees to procure and maintain at all times until the debt and moneys hereby secured are fully paid, insurance on the buildings erected and which may hereafter be erected upon the above described premises in some reliable fire insurance company approved by said parties of the second part to the amount of at least \$1000.00 with loss if any payable to the said party of the second part its successors or assigns which policy or policies shall be delivered to and held by said party of the second part its successors and assigns as additional security for the payment of the debt and moneys hereby secured. Said Party of the first part hereby agreed to keep the buildings fences and other improvements upon said premises in as good condition and repair as the same are now or in any way may be put into during the continuance of the lien of this mortgage and shall not commit or permit any waste on said premises until the moneys and debt hereby secured are fully paid. Said party of the first part hereby agrees to pay and extinguish all taxes assessments and other public charges which may be levied assessed or charged upon said premises or upon this mortgage or the notes hereby secured prior to such assessments or charges may become delinquent.