

appeared the within named V.G.Benvie . (Unmarried) who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that She executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the day and year last above written.

Nathan Gage

{Notarial} Notary Public for Oregon. My Commission Expires May 14th 1921.  
Seal

Filed for record by G.W.Allen at 3:50 P.M., Jan 26, 1918.

*Chas. Wells*  
County Auditor.

#### TUBBS TO GAINES

THE MORTGAGORS, B.C.TUBBS, a single man, and ELMER L.TUBBS and NAOMI TUBBS, his wife, mortgage to G.W.GAINES, the following described real property situated in Skamania county, state of Washington, to-wit:

The west half of the southeast quarter of the northwest quarter of section eleven, township three north, range nine east of the Willamette meridian;

Also the south twelve feet of the east half of said southeast quarter of the northwest quarter of said section eleven,

to secure the payment of a certain promissory note, principal and interest, of which the following is a copy, to-wit:

\$500.00

Vancouver, Wash., January 1, 1918

One year after date, without grace, for value received, we jointly and severally promise to pay G.W.GAINES or order, at office of Yates & Yates, Vancouver, Washington FIVE HUNDRED & NO-100 DOLLARS, with interest from date until paid, at the rate of ten per cent per annum, interest payable 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. If not so collected, the interest to be added to and become part of the principal, and the same to bear interest thereafter until paid at the rate of ten per cent per annum. Principal and interest payable in U.S.Gold Coin. And in case action is commenced to enforce payment of this note or any portion thereof we jointly and severally promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

I.R.S 10¢ cancelled.

(Signed) B.C. Tubbs  
(Signed) Elmer L. Tubbs  
(Signed) Naomi Tubbs.

It is especially agreed and consented to that upon a foreclosure of this mortgage, a deficiency judgment may be taken.

Dated this third day of January, 1918.

B.C.Tubbs.

Elmer L.Tubbs.

Naomi Tubbs.

STATE OF WASHINGTON

County of Clarke

ss I, Bert Yates, a notary public in and for said county and state, do hereby certify that on this third day of January, 1918, before me personally appeared B.C. Tubbs, a single man, to me known to be <sup>one of</sup> the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that he signed and executed the same freely and voluntarily, for the uses and purposes therein mentioned.

GIVEN under my hand and notarial seal this the day and year in this my certificate first above written.

Bert Yates,

*Satisfied*  
*BK R*  
*Pg 339*

*103*