

NILS HANSON ROE ET UX TO H. F. MARSHALL

THIS INDENTURE WITNESSETH: THAT NILS HANSON ROE AND MARIE ROE, HIS WIFE, OF CARSON, SKAMANIA COUNTY, WASHINGTON, PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS, TO THEM PAID BY H. F. MARSHALL, OF SAME PLACE, PARTY OF THE SECOND PART, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, HAVE BARGAINED, SOLD AND CONVEYED AND BY THESE PRESENTS DO HEREBY GRANT, BARGAIN, SELL AND CONVEY UNTO THE SAID H. F. MARSHALL, PARTY OF THE SECOND PART, HIS HEIRS AND ASSIGNS, THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE, LYING AND BEING IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, TO-WIT:

THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF SECTION TWENTY-ONE (21), TOWNSHIP THREE (3) NORTH OF RANGE EIGHT (8) EAST OF THE WILLAMETTE MERIDIAN, CONTAINING TEN ACRES.

TO HAVE AND TO HOLD THE SAME WITH THE APPURTENANCES UNTO THE SAID H. F. MARSHALL, 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 TWO THOUSAND (\$2000.00) DOLLARS, AND THE INTERESTS THEREON ACCORDING TO THE TENOR OF ONE CERTAIN PROMISSORY NOTE OF EVEN DATE HERewith, EXECUTED BY THE PARTIES OF THE FIRST PART IN FAVOR OF THE PARTY OF THE SECOND PART, PAYABLE ON OR BEFORE SIX YEARS AFTER DATE, WITH INTEREST AT THE RATE OF SIX (6%) PER CENT PER ANNUM, PAYABLE ANNUALLY.

NOW IF THE SUMS OF MONEY DUE OR TO BECOME DUE UPON SAID PROMISSORY NOTE BE PAID ACCORDING TO THE AGREEMENT THEREIN EXPRESSED THIS CONVEYANCE SHALL BE VOID, BUT IN CASE DEFAULT BE MADE IN THE PAYMENT OF THE PRINCIPAL OR INTEREST AS THEREIN PROVIDED, THEN THE SAID H. F. MARSHALL, PARTY OF THE SECOND PART, HIS HEIRS AND ASSIGNS MAY SELL THE PREMISES ABOVE DESCRIBED WITH THE APPURTENANCES IN THE MANNER PRESCRIBED BY LAW AND OUT OF THE MONEY ARISING FROM SAID SALE RETAIN THE SAID PRINCIPAL AND INTEREST AND ANY SUMS WHICH THE PARTY OF THE SECOND PART, HIS HEIRS OR ASSIGNS MAY HAVE BEEN COMPELLED TO PAY FOR INSURANCE, TAXES OR OTHERWISE FOR THE PROTECTION OF THE SECURITY EVIDENCED BY THIS MORTGAGE, TOGETHER WITH THE COSTS AND CHARGES OF MAKING SUCH SALE, INCLUDING SUCH REASONABLE ATTORNEY FEE AS THE COURT MAY ALLOW IN SUCH FORECLOSURE PROCEEDINGS AND THE SURPLUS, IF ANY THERE BE, PAY OVER TO THE MORTGAGORS, THEIR HEIRS OR ASSIGNS. IN CASE OF FORECLOSURE OF THIS MORTGAGE, A DEFICIENCY JUDGMENT MAY BE HAD AT THE OPTION OF THE HOLDER HEREOF.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS 21ST DAY OF SEPTEMBER, 1921.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

JOS. GREGORIUS

NILS HANSON ROE (SEAL)

MARIE ROE (SEAL)

STATE OF WASHINGTON,)
) ss.
COUNTY OF SKAMNIA.)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, HEREBY CERTIFY THAT ON THIS 21ST DAY OF SEPTEMBER, 1921, PERSONALLY APPEARED BEFORE ME, NILS HANSON ROE AND MARIE ROE, HIS WIFE, TO ME KNOWN TO BE THE IDENTICAL PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE

File in Notary Public's Office, No. 4, 1921. per Marshall's own copy.