

set my hand and official seal the day and year last above written.

Sherman Harkson

Notary Public for Oregon.

My Commission Expires My Commission Expires
April 7, 1931.

Filed and recorded February 20th 1928 at 9:00 A. M.
(Notarial Seal)

H. C. Harkson
Auditor.

14673

Frank L. Freeburg, et ux to Henry W. Newton

This Indenture, Made this 20th day of February in the year of our Lord one thousand nine hundred and twenty-eight BETWEEN Frank L. Freeburg and Teresa Freeburg, his wife parties of the first part, and Henry W. Newton party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One thousand and no/100 (\$1000.00) DOLLARS, lawful money of the United States, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell, Convey and Warrant unto the said party of the second part, and to his heirs and assigns, the following described tract or parcel of land, lying and being in the County of Skamania and State of Washington, and particularly bounded and described as follows, to-wit:

Beginning at a point 20 feet east and 142 rods and 7 feet north of the Southwest corner of the Northwest quarter of the Southwest quarter of section twenty-one (21) township three (3) North of Range Eight (8) East of the Willamette Meridian; thence running east 79 rods and 5 1/2 feet; thence north 20 rods and 6 1/2 feet; thence west 79 rods 5 1/2 feet; thence south 20 rods and 6 1/2 feet to the place of beginning containing 10 and 10/100 acres more or less. together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of One thousand and no/100 DOLLARS, lawful money of the United States, together with interest thereon at the rate of 6 per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date February 20th, 1928, made by the parties of the first part hereto, payable \$100.00 on or before Aug. 1st 1929; \$100.00 on or before Aug. 1st 1930; \$100.00 on or before Aug. 1st 1931; \$100.00 on or before Aug 1st 1932 and the balance \$600.00 on or before February 20th 1933; Interest payable Aug 1st 1928 and annually thereafter; after date to the order of Henry W. Newton and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default be made in the payment of the principal or interest of said promissory note, or any part thereof, when the same shall become due and payable, according to the terms and conditions thereof, then the said party of the second part, his heirs, executors, administrators or assigns may immediately thereafter, in the manner provided by law, foreclose this mortgage for the whole amount due upon said principal and interest, with all the other sums hereby secured.

In any suit or other proceeding which may be had for the recovery of the amount due, on either said note or this mortgage, said party of the second part, his heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum that the Court may adjudge reasonable as attorney's fees, to be taxed as part of the costs in such suit as well as all payments which said party of the second part, his heirs, executors, administrators and assigns may be obliged to make for his or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

In case of the foreclosure of this mortgage, the party of the second part, his heirs, executors, administrators or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby, including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof, and to the costs of such foreclosure suit.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and Delivered in the Presence of
T. H. Ward

Frank L. Freeburg (SEAL)

Teresa Freeburg (SEAL)

STATE OF OREGON,)
ss.
County of Multnomah))

I, T. H. WARD, a Notary Public in and for the said State, do hereby certify that on this 23rd day of February, 1928, personally appeared before me Frank L. Freeburg and Teresa Freeburg, his wife, to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day

I hereby certify this Mortgage this 1st day of February 1928th

Henry W. Newton