

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, THIS THE DAY AND YEAR FIRST IN THIS, MY CERTIFICATE, WRITTEN.

(NOTARIAL)  
(SEAL)

A. W. PAYNE  
NOTARY PUBLIC IN AND FOR SAID COUNTY  
AND STATE.  
MY COMMISSION EXPIRES MAY 15TH, 1923.

50 CENTS DOCUMENTARY STAMPS ATTACHED AND DULY CANCELLED.

FILED FOR RECORD JANUARY 3, 1922, AT 11 A.M. BY JOHN H. MORGAN.

*Eady Mitchell*  
COUNTY AUDITOR.

B. C. TUBBS ET UX, ET AL TO IRA E. PENWELL

THIS INDENTURE, MADE THIS 20TH DAY OF DECEMBER IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWENTY-ONE,

BETWEEN B. C. TUBBS AND MAUDE TUBBS, HUSBAND AND WIFE, OF TAMARACK COUNTY OF ADAMS, STATE OF IDAHO, AND ELMER L. TUBBS AND NAOMI TUBBS, HUSBAND AND WIFE WHOSE POSTOFFICE ADDRESS IS COUNCIL, COUNTY OF ADAMS, STATE OF IDAHO, THE PARTIES OF THE FIRST PART, AND IRA E. PENWELL, WHOSE POSTOFFICE ADDRESS IS PORTLAND, COUNTY OF MULTNOMAH, STATE OF OREGON, THE PARTY OF THE SECOND PART.

WITNESSETH: THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF TWO HUNDRED AND NO/100 DOLLARS LAWFUL MONEY OF THE UNITED STATES OF AMERICA, TO THEM IN HAND PAID BY THE SAID PARTY OF THE SECOND PART, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, HAVE GRANTED, BARGAINED, SOLD, AND BY THESE PRESENTS DO GRANT, BARGAIN, SELL, CONVEY AND CONFIRM UNTO THE SAID PARTY OF THE SECOND PART AND TO HIS HEIRS AND ASSIGNS FOREVER ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATE IN COUNTY OF SKAMANIA STATE OF OREGON, TO-WIT:

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION ELEVEN, (11) TOWNSHIP THREE (3) NORTH, RANGE NINE (9) 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.

IT IS UNDERSTOOD THAT THERE IS A MORTGAGE ON THE SAID PREMISES IN THE SUM OF \$1000.00 IN FAVOR OF J. W. GAINES, AND THAT THE SAID FIRST PARTIES HEREIN HAD ASSUMED AND AGREED TO PAY \$500.00 OF SAID MORTGAGE, AND THAT AS A PART OF THE CONSIDERATION OF THIS DEED THE SAID SECOND PARTY IRA E. PENWELL, NOW ASSUMES AND AGREES TO PAY THE SAID \$500.00 MORTGAGE FORMERLY ASSUMED BY THE SAID FIRST PARTIES IN THIS DEED.

IT IS ALSO AGREED THAT THE SAID SECOND PARTY IS TO PAY ALL OTHER INCUMBRANCES AGAINST THE SAID PREMISES, SUCH AS TAXES, INTEREST ETC. TOGETHER, WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING, THE REVERSION AND REVERSIONS, REMAINDER AND REMAINDERS, RENTS, ISSUES AND PROFITS THEREOF AND ALL ESTATE, RIGHT, TITLE AND INTEREST IN AND TO SAID PROPERTY, AS WELL IN LAW AS IN EQUITY, OF THE SAID PARTIES OF THE FIRST PART.

TO HAVE AND TO HOLD, ALL AND SINGULAR THE ABOVE-MENTIONED AND DESCRIBED PREMISES, TOGETHER WITH THE APPURTENANCES, UNTO THE PARTY OF THE SECOND PART, AND

4140