

situated in the County of Skamania, and State of Washington, to wit: Lots one (1) and two (2) and the East half of the North West quarter of Section Thirty in Township Two (2) North of Range Six (6) East of the Willamette Meridian, containing $158 \frac{56}{100}$ acres: To have and to hold the said premises and appurtenances to the party of the second part, her heirs and assigns forever. And the party of the first part Covenant that they are the owners in fee of said premises, and will warrant and defend them against the lawful claims of all persons.

Nevertheless, this Conveyance is intended to be a Mortgage upon the premises described, to secure the payment of one certain promissory note of which the following is substantially a copy, to wit:—

\$1000.00

Portland, Oregon, May 17, 1892.

One year after date, without grace, I promise to pay to H. C. Failing, or order, at Cross Bros. Office, Portland, Oregon, One Thousand Dollars in U.S. Gold Coin, for value received, with interest after date, in like coin, at the rate of ten per cent per annum, until paid, interest payable quarterly. And in case suit or action is instituted to collect this note, or any portion thereof, I promise to pay such additional sum as the Court may adjudge reasonable as Attorneys fees in said suit or action.

(Signed)

Lemuel McCroskey

And the payment of said note shall under this Conveyance void; but in case default is made in the payment of the principal or interest in said note expressed, when either principal or interest shall become due, then the whole sum, both the principal and interest accrued at the time default is made, shall become due and payable, and the party of the second part may foreclose this mortgage at any time thereafter. And the party of the first part Covenant to pay the sum and interest named