

Mr. E. Hamilton to C. H. Brownell.

This Indenture, made this 27th day of July in the year of our Lord one thousand nine hundred and five, between Maggie E. Hamilton of Blaine County, State of Oregon, the party of the first part, and Clarence H. Brownell of Stannan County, State of Washington, party of the second part, Witnesseth, that the said party of the first part, for and in consideration of the sum of Seven hundred and fifty and $\frac{25}{100}$ Dollars, gold coin of the United States to him paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell, Convey and Confer 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 Stannan and State of Washington, and particularly bounded and described as follows, to-wit:

NW⁴ of NW⁴ of Sec. 23 in Township 3 North of Range 10 East W. M. except the right of way to use the stream known as the White Salmon River, together with a strip of land one hundred feet wide on the west side of said stream measuring from the line of ordinary high water of said River, granted to the White Salmon Docks & Improvement Co. But the said White Salmon Docks and Improvement Co. is not to fence the said property or to exclude the people from his heirs and assigns from the use of the water of said stream or from free passage over said strip of land; Together with all and singular the tenements, hereditaments and appurtenances thereto belonging.

This conveyance is intended as a second mortgage to secure the payment of Seven hundred and fifty and $\frac{25}{100}$ Dollars, gold coin of the United States, together with interest thereon in like gold coin at the rate of 7 per cent per annum from date until paid, according to the terms and conditions of 10 certain promissory notes bearing even date made by Maggie E. Hamilton payable to the order of Clarence H. Brownell 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 notes, when same shall become due and payable, according to the terms and conditions thereof, then the said party of the second part, his executors, administrators and assigns are hereby empowered to sell the said premises, with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, to retain the whole of said principal and interest, whether the same shall be then due or not, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, upon demand, to the said party of the first part, her heirs and assigns. And in any suit or proceedings that may be had for the recovery of said principal sum and interest, on either said notes or this mortgage, it shall and may be lawful for the said party of the second part, his heirs, executors, administrators or assigns, to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure of suit, the sum of \$50.⁰⁰ Dollars in gold coin (or in case of settlement or payment being made after suit has been commenced, and before the final decree has been rendered thereon, an attorney's fee of twenty-five Dollars in gold coin shall be taxed as part of the costs in such suit) as well as all payments that the said party of the second part his heirs, executors, administrators or assigns, may be obliged to make for his or their security by insurance or on account of any taxes, charges, encumbrances or assessments

I hereby cancel this within mortgage, the same being fully paid and satisfied C. H. Brownell
 Clerk of Stannan Co. Wash.