

G. A. Lovegren to S. W. Brown.

This Indenture Witnesseth, That I, Gustaf A. Lovegren, a bachelor, in consideration of Eight hundred (\$800) Dollars to me in hand paid, the receipt whereof is hereby acknowledged, have bargained sold and conveyed and by these presents do bargain, sell and convey unto Samuel W. Brown, the following described premises, to-wit: The North East quarter of Section eight (8) in Township Three (3) North Range seven (7) East of the Willamette Meridian in Skamania County, Washington, containing one hundred and sixty (160) acres more or less. Together with the Tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining. To Have and to Hold the same with the appurtenances unto the said Samuel W. Brown his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of Eight hundred (\$800) Dollars, and the interest thereon in accordance with the terms of a certain promissory note of which the following is a copy, to-wit:

\$800.00
Vancouver, Wash. July 5th. 1906.
One year after date, for value received, I promise to pay to the order of Samuel W. Brown, Eight hundred (\$800) Dollars, with interest thereon payable semiannually at the rate of 8 per cent per annum from date, and if not so paid the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. If the interest is not paid when due it shall be compounded with the principal and bear like interest thereon with principal and interest payable in U. S. Gold being said in force suit 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 to be paid as part of the costs of such suit, for the use of plaintiffs attorney. It is specially agreed and covenanted to that a deficiency judgment may be taken in a suit upon this note.

Now if the sum of money due upon said promissory note be paid according to the agreements 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 Samuel W. Brown, or his legal representatives may sell the premises above described, with all and every of the appurtenances or any part thereof, in the manner provided by law, and out of the money arising from such sale retain the said principal and interest, together with the costs and charges of making such sale and the surplus, if any there be, pay over to the said Gustaf A. Lovegren his heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.

In Witness Whereof I hereunto set hand and seal this 5th day of July A. D. 1906.

Executed in presence of }
Jas. J. O'Hern }
E. L. Brown }
Gustaf A. Lovegren (Seal)

State of Washington }
County of Clarke } ss. I, Jas. J. O'Hern, do hereby certify that on this 5th day of July A. D. 1906, before me personally appeared Gustaf A. Lovegren, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein expressed.

Satisfied BK m mtg Pg 477