

J. L. Mc. Cune to J. H. Wood.

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Know all men by these Presents, That I, J. L. Mc. Cune of Skamania County, Washington, in consideration of Four Hundred and fifty Dollars, to me in hand paid by J. H. Wood, the receipt whereof is hereby acknowledged, have bargained and sold, and do by these presents grant, bargain, sell and convey unto said J. H. Wood, unto his heirs and assigns forever, all of the following described real property, lying and situate in said Skamania County, Washington, to-wit:

Lots Five, Six, Seven, Eight and the Northwest quarter of the Southeast quarter of Section Thirty-one Township Three North, Range Nine East, W. M.

Together with all and singular ~~the~~ tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. I have and to hold the above described and granted premises unto the said J. H. Wood, and unto his heirs and assigns forever. And I, J. L. Mc. Cune, do hereby covenant to and with the said grantee, that I am the owner in fee simple of said premises, that the same are free from all incumbrances, and that I will, and my heirs, executors and administrators, shall forever warrant and defend said premises and the peaceable possession thereof unto the said grantee, and unto his heirs and assigns forever against the lawfull claims of all persons whomsoever.

This conveyance is intended as a mortgage to secure the payment of a certain promissory note and attorney's fees therein provided, of which the following is substantially a copy.

\$450.00

The Dalles, Oregon, October 16. 1903.
On or before one year after date, without grace, I promise to pay to the order of J. H. Wood Four hundred and fifty Dollars, for value received, with interest after date at the rate of ten per cent. per annum until paid. Principal and interest payable in U. S. Gold Coin, of the present standard value, at The Dalles Oregon, interest payable annually. 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 action or suit.
J. L. Mc. Cune.

Now Therefore, in case said note is fully paid as therein provided this conveyance shall be void and of no effect, otherwise the same shall be and remain in full force and effect. And I hereby covenant to and with said mortgagee that I will pay said sum of money and interest according to the terms and tenor of said note, and I hereby consent that a deficiency judgment may be entered against me for any sum unsatisfied after the sale of said property and the application of the proceeds thereof, and that if any part of the judgment, interest or costs remains unsatisfied after such application the Sheriff of said county may proceed to levy on other property belonging to me not exempt from execution.

In Witness Whereof I have hereunto set my hand and seal this 16th Day of October, 1903.

Executed in the presence of
1. H. S. Wilson, 2. B. S. Huntington }

J. L. Mc. Cune Seal

Satisfied
Bk 6 mty
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