

principal and interest payable in lawful money of the United States. And in case suit is instituted to collect this note or any portin thereof I promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees to be taxed as a part of the costs of such suit for the ase of plaintiffs attorney. It is specially agreed and consented that a deficiency judgment may be taken in a suit upon this note.

Cassius Hutchings

Now if the sums 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 Arthur Anderson or his leagl representative, 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 arisign from such sale retain the said principal and interest, together with the costs and charges of making such sale and the overplus if any there be, pay over to the said Cassius Hutchings or his heirs and assd gns. 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 my hand and seal# this 9th day of July 1908

S gned, sealed and delivered in presence of

L.T.S Smith

C.E. Hutchings or (Seal)

Carl Smith

Cassius Hutchings (Seal)

State of Washington

County of Skamania, ss. I, L.T. Smith, do hereby certify that on this 9th day of July 1908 before me personally appeared Cassius (Cash) Hutchings, unmarried, to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and volunrary act and deed for the uses and purposes therein mentioned:
given under my hand and official seal this 9th day of July 1908

(Notarial Seal)

L.T. Smith, Notary Public in and for State of Washington
residing at Carson in said County.

Filed for record by A. Anderson on July 14th 1908 at 1.15 P.M.

A. Fleischhauer
Co. Auditor

1.05
✓

Lavinia Foster to A. Anderson.

Satisfied
Pg 400 BK H
1-11-09

This Indenture Witnesseth, That Lavinia Elonora Foster and F.W. Foster, her husband, in consideration of Two Hundred and fifty Dollars to them in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain sell and convey unto A. Anderson, the following-described premises, to-wit:

"All that tract and parcel of land lying in Skamania County, State of Washington, described as follows to wit: Beginning at a point Eighty (80) rods East of the North-west corner of the South-west quarter of Section Seventeen (17), Township Three (3) North of Range Eight (8) East of the Willamette Meridian, running thence East Forty (40) rods, thence South Forty (40) rods, thence West Forty (40) rods, thence North Forty (40) rods to the place of beginning, containing Ten (10) acres, Together with tenements, hereditaments, and appurtenances therunto belonging or in anywise appertaining, to have and to hold the same, with the appurtenances unto the said A. Anderson, his heirs and assigns forever.

This Conveyance is intended as a mortgage to secure the payment of the sum of Two hundred and fifty Dollars, and the interest thereon, in accordance with the tenor of a