

Thousand sixty (\$1060.00) Dollars, together with interest thereon at the rate of eight per cent (8%) per annum from date until paid, payable semi-annually, according to the terms of a certain promissory note bearing date October 29th 1908, made by William H. Andress and Lydia A. Andress, payable on or before one year after date. In case the timber standing upon the northwest quarter of section twenty four township three north of Range seven east of W.M. or any part thereof shall be sold within one year from date the purchase money to be applied to the payment of the note. Said note payable to the order of the Bank of Stevenson, at the Bank of Stevenson, Stevenson, Washington. Said parties of the first part hereby covenant and agree that in case the timber herein described shall be sold or that any portion thereof shall be sold within one year from the date hereof, they will apply the purchase price or so much thereof as will pay the principal and interest of the note herein described, toward the payment of said note and in case of their failure so to do the said note shall immediately become due and this mortgage foreclosable at the option of the holder thereof. Said parties of the first part hereby agree that in any suit or other proceedings commenced for the foreclosure and for the recovery of the debt and money hereby secured, or for the foreclosure of this mortgage, said party of the second part or its successors and assigns shall have the right to have taxed as costs and included in the judgment or decree rendered in such suit or proceedings a reasonable attorneys fee equal to eight per cent of the total amount found due. Said parties of the first part hereby agree that in any suit or other proceedings commenced for the recovery of the debt or money hereby secured or for the foreclosure of this mortgage the party of the second part or its successors or assigns shall be entitled to have entered in any such suit or proceedings a judgment for any deficiency remaining due on account of the debt and moneys hereby secured after foreclosure sale of the premises above described. Said parties of the first part hereby agree that in case of foreclosure of this mortgage the purchaser at any sale has hereunder shall be entitled to the immediate possession of the premises so sold, whether the same be occupied as a homestead or not.

Now if the sum of money due upon said promissory note be paid according to the terms of said note and the agreement herein expressed, this conveyance shall be void and a discharge thereof given at the expense of the said parties of the first part, but in case default be made in the payment of either principal or interest as therein provided, or of breach of any of the covenants herein, the said party of the second part or its successors or assigns may sell the said 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 and attorneys fee and the overplus if any there be pay over to the said parties of the first part or their heirs or assigns.

Witness our hands and seals this 29th day of October 1908

Signed, sealed and delivered in the presence of

William H. Andress

Raymond C. Sly

Lydia A. Andress

Geo. E. O'Byron

State of Washington

County of Skamania, ss. I, Geo. E. O'Byron a Notary Public in and for the said State do hereby certify that on this 29th day of October 1908 personally appeared before me William H. Andress and Lydia A. Andress, his wife, to me known to be the same individuals who are described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal) Geo. E. O'Byron, Notary Public in and for the State of Washington, residing at Stevenson in said County.

Filed for record by R. C. Sly on Oct. 30th 1908 at 4.15 P.M.

A. Fleischhauer, Co. Auditor