Actuatied Pg 223 BK J 11-10-19

William Haffey, deceased, and her minor child Cornelius Haffey out of the estate of said william Haffey, deceased, there e west along the south line of said estate to the southeast corner of that tract or portion of land set apart for Frank E. Haffey out for said estate; thence North to the north line of said estate, being the northeast corner of (that portion of land set apart for said Frank E Haffey out of said estate; thence east along the north line of said estate to the northwest corner of that part or portion of land set apart for Cornelius Haffey out of said estate; thence south to the southeast corner of that part or portion of land set apart for William Haffey Jr. out of said estate, thence west to the northwest corner of that tract or portion set apart for Bernard Haffey; thence south to the place of beginning; containing one hundred and eighteen (118) acres more or less, and being a part, or portion of the Donation Land/claim of John W. Stevenson and Sarah Stevenson, his wife, situated in Section four in Township one North of Range five East, and Section thirty three in Township two North of Range five East of W.M., in said Skamania County State of Washington. Together with the tenements hereditament s and appurtenances the reunto belonging or in any wise apportaining. To have and to hold unto the said mortgages, his heirs and assigns forever. This conveyance is indented as a mortgage to secure the payment of Fourteen hundred (\$1400.00) dollars in accordance with the tenor of a certain promissory note of which the

\$1400.00

following is a copy, to-wit:

Stevenson, Washington April 24th 1909

On or before five years after date without grace, I promise to pay to the order of Walter Duggan at Cape Horn, Washington, to urtern hundred dollars in Gold Coin of the United States of the present standard value, with Interest thereon in like gold coin at the rate of six per cent per annum from date until paid for value received. Interst to be paid annually and if not so paid the whole sum of both principal and interest to become immediately due and collectibel at the option of the holder of this note. And in case suit or action is instituted to collect this note or any portion thereof, I promise to pay in addition to the costs and charges provided by statute such additional sum as the court may adjuge reasonable as attorneys fees to be allowed in said suit or action. If paid before any interest paying period, interest in full to the end of said period must be paid.

And said mortgagors covenant that Catherine Haffey is the owner of said premises in fee simple

(signed) Catherine X Haffey mark (signed) James Haffey (signed) John T. Haffey (singed) Lulu Haffey

that they are free from all incumbrances and that they will pay all taxes upon said premises and upon said note and mortgage at least ten days before the same become delinquent.

Now ## the payment of said note, interest, taxes, as herein provided, shall render this conveyance void, but in case default is made in the payment of the interest in said note expressed when the same shall become due, or failure to pay the taxes as her in provided, or in default of the performace of any of the covenants or donditions as herein expressed on the part of the mortgagors, then the whole of the principal sum and the interest accrued at the time flefault is made or declared, and all taxes upon said prmises which the holder of said note shall have paid, or become shall liable to pay, at the option of the holder of said note, become due and payable and this mortgage may be foreclosed at any time thereafter. Now it is agreed by said mortgagors that if the mortgages be compelled to foreclose this mortgage by reason of any breach of the agreements herein contained, the mortgagee shall be entitled to a resonable autorneys fee in said suit or action, a and the mortgagors agree to pay said sums of money hereby secu ed and agree that a deficiency judgment may be taken against said mortgagors in a suit or action to foreclose this mortgage by the holder of aforsaid note, or he may waive his security and recover directly upon said note