

the payment of the principal or interest as above provided, then the whole sum both of principal and interest accrued at the time default is made, shall be due and collectible and the party of the second part, his executors administrators and assigns are hereby empowered to foreclose this mortgage in the manner provided by law. And the said Austin O'Grady, his heirs, executors and administrators do covenant and agree to pay unto the said party of the second part, the said sum of money as above mentioned.

In Witness Whereof I have hereunto set my hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

W.R.Hall

Austin O'Grady (Seal)

W.C.Fisher

State of Oregon

County of Lincoln, ss. This certifies that on this 27th day of April 1909 before me, the undersigned, a Notary public in and for said county and state personally appeared the within named Austin O'Grady, a single man, who is known to me to be the identical person described in and who executed the within instrument and acknowledged to me that he executed the same for the uses and purposes therein mentioned.

In Testimony Whereof I have hereunto set my hand and notarial Seal the day and year last above written.

W.C.Fisher

(Notarial Seal)

Notary Public for Oregon

Filed for record by A.O'Grady on May 1st 1909 at 1.15 P.M.

A.Fleischhauer

Co.Auditor

Satisfied

*Pg 59 BK 1
9-11-09*

Peterson to McIntosh

This Indenture Witnesseth that Carl E. Peterson, party of the first part, for and in consideration of the sum of Three hundred (\$300.00) Dollars to him in hand paid, the receipt whereof is hereby acknowledged, has bargained and sold and by these presents does bargain, sell and convey unto W.D. McIntosh, party of the second part, the following described premises to-wit:

Lots three and four (3 & 4) of Section one (1) and Lots One (1) two (2) and three (3) of section two (2) in Township three North of Range Seven (7) East of Willamette meridian, containing one hundred sixty one and thirty hundredths acres, all in Skamania County, Washington. This is a second mortgage, subject to a first mortgage of \$200.00 to W.D. McIntosh. Together with tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining. To have and to hold the same with the appurtenances unto the said W.D. McIntosh, his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of three hundred dollars in accordance with the tenor of a certain promissory note of which the following is a copy, to-wit:

\$300.00

Portland, Oregon May 5th 1909

September 18th 1909 after date without grace I promise to pay to the order of W.D. McIntosh at Portland, Oregon three 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 10 per cent per annum from date until paid, for value received. Interest to be paid at maturity 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. And in case suit or action is instituted to collect this note or any portion thereof I promise and agree to pay in addition to the costs and disbursements provided by statute such additional sum in like gold coin, as the Court may adjudge reasonable for attorneys fees to be allowed in said suit or action.

(signed) Carl E. Peterson

Now if the sums of money due upon said instrument shall be paid according to agreements therein