

by statute, such additional sum as the court may adjudge reasonable for attorneys fees to be allowed in said suit or action.

(signed) Frederick V. Moss.

And said mortgagor hereby covenant that he is the owner in fee simple of said premise and that they are free from all incumbrances and that he will pay the taxes upon said premises at least ten days before the same become delinquent.

Now the payment of said note, interest taxes and insurance premiums 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 herein provided or in default of the performance of any of the covenants or conditions as herein expressed on the part of the mortgagor, the whole of the principal sum and the interest accrued at the time default is made or declared, and all taxes due upon said premises which the holder of said note shall have paid or become liable to pay, shall 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 mortgagor that if said mortgagee be compelled to foreclose this mortgage be reason of any breach of the agreements herein contained, the mortgage shall be entitled to a reasonable attorneys fee in said suit or action, and the mortgagor agrees to pay said sums of money hereby secured and agrees that a deficiency judgment may be taken against said mortgagor in a suit or action to foreclose this mortgage by the holder of aforesaid note, or he may waive his security and recover directly upon this note.

In Witness Whereof I have hereunto set my hand and seal this fourth day of May A.D. 1909

Executed in the presence of us as witnesses:

Effie Collins

Frederick V. Moss (Seal)

James Gleasen

State of Oregon

County of Multnomah, ss. I, James Gleasen, a Notary Public in and for the state of Oregon, do hereby certify that on this 4th day of May 1909 personally appeared before me Frederick V. Moss, 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 voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 4th day of May 1909

James Gleasen, Notary Public for the State of Oregon

(Notarial Seal)

residing at Portland therein

Filed for record by F.H. Martin on May 8th 1909 at 11.30 A.M.

A. Fleischhauer

Co. Auditor

White to Whitman

This Indenture Witnesseth that I, Claude A. White, a single man, for and in consideration of five hundred dollars to me in hand paid, the receipt whereof is hereby acknowledged have bargained and sold and by these presents do bargain, sell and convey unto H.P. Whitman, party of the second part, the following described premises, to-wit:

The East half of the Northeast quarter and the East half of the Southeast quarter of section three (3) North of Range six (6) East of the Willamete Meridian in Skamania County State of Washington containing one hundred and sixty acres. 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 H.P. Whitman his heirs and assigns forever. This conveyance is intended as a mortgage