

appurtenances thereunto belonging . This conveyance is intended as a mortgage to secure the payment of five hundred and no/100 dollars lawful money of the United States, together with interest thereon at the rate of 10 per cent per annum from date until paid according to the terms and agreements of one certain promissory note bearing date January 5th 1910 made by John F. Sweeney and A.L. Douglass payable on or before one year after date to the order of E.C. Gillett, and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default be made in the payment of the principal or interest of said promissory note or any part thereof when the same shall be due and payable according to the terms and conditions thereof, then the said party of the second part his heirs, executors or assigns may immediately thereafter in the manner provided by law foreclose this mortgage for the whole amount due upon said principal and interest with all the other sums hereby secured. In any suit or other proceedings which may be had for the recovery of the amount due either on this note or this mortgage, said party of the second part or his heirs administrators or assigns shall have the right to have included in the judgment which may be recovered the sum of \$25.00 as attorneys fees to be taxed as part of the costs on such suit as well as all payments which the said party of the second part or his heirs administrators or assigns may be obliged to make for his or their security by insurance or on account of any taxes charges incumbrances or assessments on the said premises or any part thereof. In case of foreclosure of this mortgage the party of the second part his heirs administrators or assigns shall be entitled to have entered in such foreclosure proceedings a judgment of deficiency remaining due upon account of the indebtedness secured hereby including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof and to the costs in such foreclosure suit. In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

Raymond C. Sly

J. F. Sweeney (Seal)

T. H. Young

E  
Mary Sweeney (Seal)

State of Washington

County of Skamania, ss. I, Raymond C. Sly, a Notary Public in and for said State do hereby certify that on this 6th day of January 1910 personally appeared before me John F. Sweeney and Mary E. Sweeney his wife to me known to be the individual 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.

Raymond C. Sly, Notary Public in and for State of Wash.

(Notarial Seal)

residing at Stevenson Wash.

Filed for record by E.C. Gillett on Jan. 14th 1910 at 1.15 P.M.

A. Fleischauer

Co. Auditor