

This Indenture Made this fifth day of January A.D.1910 by and between William J.Ferguson and Addie M.Ferguson,his wife,of the County of Skamania State of Washington,herinafter called the Mortgagors,and Robert Livingstone,hereinafter called the Mortgagee,Witnesseth:

That the said mortgagors for and in consideration of the sum of eight hundred (\$800.00) dollars United States Gold coin to them in hand paid,the receipt whereof is hereby acknowledged, have granted bargained and sold and by these presents do grant,bargain,sell and convey unto the said mortgagee his heirs and assigns,those certain premises situate in the county of Skamania and State of Washington and described as follows,to-wit:

The West half of the Southeast quarter of the Southwest quarter and the East half of the Southwest quarter of the Southwest quarter of Section eight,in Township one North of Range five,East of the Willameta Meridian,containing forty acres more or less. Together with all the rights to the use of water for irrigating said premises and for domestic purposes thereon to which the said mortgagors or the premises hereby conveyed are now or may hereafter become entitled,and together with all shares of stock or shares of water in any ditch or irrigation company which in any manner entitle said mortgagors to water for irrigation or domestic purposes upon said premises. Together with and singular the tenements hereditaments and appurtenances thereto beonging or appertaining,together also with the rents issues and profits of the mortgaged premises including crops sown or to be sown or grown thereon. To have and to hold the same unto the said mortgagee his heirs and legal representatives or assigns forever. The condition of this conveyance is such that,Whereas the said mortgagee has loaned to William J.Ferguson and Addie M.Ferguson his wife,the said mortgagors the full sum of eight hundred dollars,which is to be repaid in like gold coin together with interest thereon,payable annually at the rate of eight per cent per annum,and according to the tenor and effect of the following described promissory notes being one principal note and three interest notes:

Said notes being substantially of the tenor and effect following to-wit:

One principal note for eight hundred dollars,payable 1st Jan.1913

One interest note for sixty-three and 30/100 dollars payable 1st Jan.1911

One interest note for sixty-four Dollars payable 1st Jan.1912

One interest note for sixtyfour Dollars payable 1st Jan.1913. All of which notes date January 5th 1910 are executed by William J.Ferguson and Addie M.Ferguson his wife,the said mortgagors to the said Mortgagee,on the actual loan of eight hundred dollars and are payable to the order of the said mortgagee at the office of Robert Livingstone,Portland,Oregon in United States gold Coin with interest at the rate of eight per cent per annum after maturity.

And whereas the said mortgagors for themselves and for their heirs and assigns have covenanted and agreed and do hereby covenant and agree to and with the said mortgagee,his heirs and assigns as follows: L. That they will pay each and all of said notes promptly as they become due.

That they will keep the improvements thereon in good repair and will not do or permit any waste of the premises hereby mortgaged. That they have a valid and unincumbered title in fee simple to said premises. That they will pay all taxes and charges that may be assessed on said premises and on this mortgage and on the debt hereby secured before they become delinquent.

That they covenant and agree that in the event of a foreclosure of this mortgage,if the property hereby mortgaged shall not upon a sale thereof realize sufficient to pay the amount due under this mortgage,together with the costs and expenses of the suit or action,a deficiency judgment may be rendered for any unpaid balance and the same may be satisfied from,and the sheriff or other officer making such sale may and shall be authorized forthwith to proceed to levy upon any property of the Mortgagors,or either of them not except from execution.

Now Therefo,if the Mortgagors shall pay all and every of said notes,taxes,charges and shall in all other respects fully satisfy and comply with the covenants hereinbefore set forth and

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