

This Indenture made this 8th day of January 1910 between Leland E. Bristol and Alice C. Bristol his wife, the parties of the first part, and Clarence H. Cromwell, party of the second part, Witnesseth: That the said parties of the first part for and in consideration of fourteen hundred dollars gold coin of the United States to us in hand paid by the said party of the second part the receipt whereof is hereby acknowledged do by these presents grant, bargain, sell convey and confirm unto the said party of the second part and to his heirs and assigns, the following tract or parcel of land lying and being in the County of Skamania and Klickitat state of Washington to-wit: The West half of the Southwest quarter of section fourteen Township three North of Range ten East of Willamete Meridian; also a piece of land commencing at a point on section line 417.42 feet north of the Southeast corner of section fifteen, Township three North of range ten East of W.M. running thence North 904.9 feet, thence west 150 feet, thence south 904.9 feet, thence East 150 feet to place of beginning, containing 3.1 acres more or less; excepting from said first above mentioned tract of land a certain tract or parcel of land hitherto deeded by Clarence H. Cromwell to Charles Thornton, as recorded in the office of the recorder of conveyances of Klickitat County Washington, and excepting a tract commencing at the Northwest corner of the Southwest quarter of section fourteen, Township three North of range ten East W.M. running thence East 209 feet, thence south 104 feet, thence West 209 feet and thence North 104 feet to place of beginning; and subject to a certain deed or right of way contract given by said Clarence H. Cromwell to "White Salmon, Boom and Improvement Co." dated August 16th 1902 and recorded on October 17th 1902 in Book H of deeds at page 283 records of Skamania County Washington. Together with all and singular the tenements hereditaments and appurtenances thereunto belonging. This mortgage is subject however to the interest this day conveyed by first mortgage on said premises given for \$1000.00 in favor of Mary S. Arnoldin and interest this day conveyed by second mortgage on said premises given for \$1000.00 to Oscar L. Horr et al. This conveyance is intended as a mortgage to secure the payment of fourteen hundred dollars gold coin of the United States together with interest thereon in like Gold coin at the rate of 7 per cent per annum from date for first two years and thereafter at rate of 8 per cent per annum until paid, according to the tenor of a certain promissory note bearing date January 8, 1910 made by Leland E. Bristol payable at First National Bank Hood River Oregon to the order of Clarence H. Cromwell, 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 become due and payable according to the terms and conditions thereof, then the said party of the second part, his executors administrators or assigns are hereby empowered to declare all of said sums at once due and payable and empowered to sell the said premises with all and every of the appurtenances or any part thereof in the manner prescribed by law and out of the money arising from such sale to retain the whole of said principal and interest whether the same shall then be due or not, together with the costs and charges of making such sale and the overplus if any there be, shall be paid by the party making such sale, on demand, to the said parties of the second part, their heirs or assigns. And in any suit or other proceedings that may be had for the recovery of said principal sum and interest on either said note or this mortgage, it shall and may be lawful for the said party of the second part his heirs, executors administrators or assigns, to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit, the sum decreed by the court (or in case of settlement or payment being made after suit is commenced and before the final decree has been entered thereon, an attorneys fee of twenty-five dollars in gold coin) shall be charged as part of the costs in such suit) as well as all payment that the said party of the second part his heirs, executors administrators or assigns may be obliged to make for his or their