

Skamania County Washington. Together with the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold unto the said mortgagee his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of three Hundred (300) dollars in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$300.00

Portland, Oregon, March 7th 1910

On or before four years after date without grace, I promise to pay to the order of Walter Duggan at Cape Horn, Washington, 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 six per cent per annum from date until paid for value received. Interest to be paid annually 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 to pay in addition to the costs and charges provided by statute such additional sum as the Court may adjudge reasonable for attorneys fees to be allowed in said suit or action.

(signed) James Haffey.

And said mortgagor hereby covenants that he is the owner of said premises in fee simple, that they are free from all incumbrances except a certain mortgage for the sum of \$1400.00 upon the whole of said premises; that he will pay all taxes and assessments upon said premises and upon said note and mortgage before the same become delinquent.

Now the payment of said note, principal and interest, taxes, as herein provided, shall render this conveyance void, but in case default shall be 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, then the whole of the principal sum and the interest accrued at the time default is made or declared, and all taxes 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 of the mortgagee be compelled to foreclose this mortgage by reason of any breach of the agreements herein contained, the mortgagee 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 had against said mortgagor in a suit or action to foreclose this mortgage by the holder of the aforesaid note, or he may waive his security and recover directly upon said note.

In Witness Whereof I have hereunto set my hand and seal this 7th day of March 1910

Executed in the presence of

Frank Battig

James Haffey (Seal)

T.H. Ward

State of Oregon

County of Multnomah, ss. I, T.H. Ward, a Notary Public in and for said County and State do hereby certify that on this 7th day of March 1910 personally appeared before me James Haffey, unmarried to me known to be the individual described in and who executed the within instrument and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned. My notarial commission expires Dec. 3, 1910

Given under my hand and official seal this 7th day of March 1910

T.H. Ward, Notary Public for Oregon

(Notarial Seal)

residing at Portland therein

Filed for record by T.H. Ward on March 8th 1910 at 1.15 P M.

A. Fleischhauer  
Co. Auditor