

This Indenture made this 26th day of February 1910 between Frank D. Morrison and Daisy M. Morrison (husband and wife) of Yankton S.D. the parties of the first part, and H. Warren Shepard of Merchantville N.J. party of the second part Witnesseth: That the said parties of the first part for and in consideration of the sum of sixteen hundred and no/100 dollars gold coin of the United States of America to them in hand paid by the said party of the second part the receipt whereof is hereby acknowledged do by these presents grant, bargain, sell and convey unto the said party of the second part and to his heirs and assigns the following described tract or parcel of land lying and being in the County of Skamania State of Washington and bounded and described as follows: Beginning at the quarter corner on the west line of section nineteen (19) Township three (3) North of Range ten East of Willamette meridian, thence one thousand eight hundred and fourteen (1840) feet in a northerly direction along said west line to a point from which a fir tree forty inches in diameter bears north 75 degrees west and six and six tenths (6.6) feet distant, marked H.S. and a maple 8 inches in diameter bears south 30 degrees east, 23.7 feet distant and marked H.S., thence one thousand and seven (1007) feet in an easterly direction along the south line of the J.A. Holmes tract to a point from which a fir stump 48 inches in diameter bears north 5 degrees west and 19 feet distant and marked H.S. and a fir snag 30 inches in diameter bears south 10 degrees west and 33.6 feet distant, marked H.S., thence one thousand eight hundred thirty nine (1839) feet in a southerly direction following the general line of the bottom of the ravine to a point on the south line of the northwest quarter of the above named section from which a fir snag 12 inches in diameter bears north 10 degrees east 15 feet distant, marked H.S. and a fir snag 24 inches in diameter bears west 20.2 feet distant marked H.S.; thence in a westerly direction along the south line of said northwest quarter to the quarter corner on the west line of said section nineteen, noted as the point of beginning, containing thirty-two and one hundredths acres more or less. Also the right to use for domestic purposes in common with said grantors their heirs and assigns the water found at any point in the ravine above mentioned. Also the right of way for a road not to exceed ten (10) feet in width easterly across the land owned now by Whiteside and Hamlin as near the south boundary line of said northwest quarter of said section nineteen as will give a reasonable easy grade, together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining and also all our estate right title and interest in and to the same, including dower and claim of dower (see original deed from Whiteside and Hamlin to Shepard)

This conveyance is intended as a mortgage to secure the payment of -----dollars gold coin of the United States together with interest thereon at rate of seven per cent per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date ----- made by Frank D. Morrison and Daisy M. Morrison payable to the order of H. Warren Shepard, and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default shall be made in the payment of the principal or interest of said promissory note or any portion 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 executors administrators or assigns are hereby empowered to sell the said premises with all and every of the appurtenances or any part thereof in the manner provided by law and out of the money arising from such sale retain the 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 of any there be shall be paid by the party making such sale on demand to the said parties of the first part, their heirs or assigns. And in any suit or action that may be had for the recovery of said principal sum and interest on either said note or this mortgage it shall be lawful for the said party of the second part his heirs and assigns to include in the judgment that may be recovered,