

This Indenture made this 11th day of March 1910 between J.R.King and Susan King his wife , parties of the first part and The Clackamas Abstract & Trust Co. as trustee, party of the second part, witnesseth: That the said parties of the first part for and in consideration of the sum of eight hundred 00/100 dollars United states Gold Coin, the receipt whereof is hereby acknowledged have bargained and sold and do hereby convey unto the said party of the second part, the following described real property situated in the County of Skamania State of Washington, to-wit:

West half of the Northeast quarter of section 24 and the South Half of the Southeast quarter of section 13, Township 3 North of Range nine East of the W.M., containing 160 acres.

To have and to hold the said premises and appurtenances to the party of the second part, successors and assigns forever. And the parties of the first part covenant that they are the owners in fee of said premises and represent that the same are free from all incumbrances, and will warrant and defend them against the lawful claims of all persons. Nevertheless this conveyance is intended as a mortgage upon the premises described to secure the payment of a certain promissory note of which the fol. wing is substantial a copy to-wit: \$800.00

Oregon City, Oregon Feby 28th 1910

Two years after date without grace, we, or either of us, promise to pay to the order of the Clackamas Abstract & Trust Company as trustee, eight hundred dollars in Gold coin of the United States of America with interest thereon in like gold coin at the rate of 8 per cent per annum from date until paid, payable quaterly for value received, and in case suit or action is instituted to collect this note or any portion thereof, further promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees in said suit or action. Reserving the privilege of paying the whole sum at any time before maturity upon giving 60 days notice of date when it will be paid.

J.R.King

Susan King

And the payment of said note, shall render void this conveyance, but in case default is made in the payment of the principal or interest as in said note expressed, when either principal or interest shall be due, then the whole sum of both principal and interest accrued at the time default is made shall immediately become due and payable, and the party of the second part may foreclose this mortgage at any time thereafter. And the said parties of the first part covenant to pay the sum of \$800.00 and interest named in said note. And it is further expressly agreed between the parties to this mortgage that if the party of the second part is compelled to foreclose this mortgage by reason of the non-payment of said note, or any portion thereof, then in addition to the sum found due at the time of such foreclosure, it shall be entitled to recover such sum as the court may adjudge reasonable as attorney's fees in said suit or action, in addition to costs and disbursements allowed by the Code of civil procedure, and the court making decree of foreclosure is authorized to include in such decree the sum aforesaid upon demand of the plaintiff in such foreclosure suit.

In Witness Whereof they 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

A. Smitts

J.R.King (Seal)

H.G. Stites

Susan King (Seal)

State of Oregon

County of Multnomah, ss. This certifies that on this 11th day of March 1910 before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named J.R.King and Susan King his wife who are known to me to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely