

This Indenture made this 23rd day of March 1910 between Emma L.O'Bryon and Geo.E.O'Bryon, husband and wife, the parties of the first part, and Alex McKeighan and Emma B. McKeighan, party of the second part, Witnesseth: That the said parties of the first part for and in consideration of the sum of four thousand dollars gold coin of the United States 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 and confirm 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 bound d and described as follows, to-wit:

The Southwest quarter of section thirty (30) in Township three (3) North of Range nine East of the Willamete Meridian, containing 160 acres more or less. Together with all and singular the tenements her itaments and appurtenances thereunto belonging. This conveyance is intended as a Mortgage to secure the payment of Four thousand dollars gold coin of the United States together with interest thereon in like gold coin at the rate of seven per cent per annum from date until paid according to the tenor of a certain promissory note bearing date February 15th 1910 made by Geo.E.O'Bryon and Emma L.O'Bryon payable on or before the first day of July 1914 to the order of Alex McKeighan, 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 parties of the second part their executors administrators and assigns are hereby authorized 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 provided 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 to over plus if 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 case or 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 parties of the second part their heirs and 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 of fifty dollars in gold coin (or in case of settlement or payment being made after suit has commenced and before the final decree has been entered thereon, an attorneys fee of thirty five dollars) as well as all payment that the said parties of the second part their heirs executors or assigns may be obliged to make for themselves or for their security by insurance or on account of any taxes charges incumbrances or assessments whatsoever on the said premises or any part thereof.

In Witness Whereof 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. Fleischhauer

Emma L.O'Bryon (Seal)

Raymond C. Sly

Geo.E.O'Bryon (Seal)

State of Washington

County of Skamania, ss. This is to certify that on this 23rd day of April 1910 before me Raymond C. Sly, a Notary Public in and for said County and State duly commissioned and sworn, personally came Geo.E.O'Bryon and Emma L.O'Bryon his wife, to me known to be the individuals described in and who executed the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.