

This Indenture, Made this 7th. day of April in the year of our Lord one thousand nine hundred and ten between R.F. Simmons and Louisa J. Simmons, his wife, of Carson, Skamania County, Washington parties of the first part, and Bank of Stevenson, A Washington, corporation, party of the second part: Witnesseth, That the said parties of the first part, for and in consideration of the sum of Two thousand and no/100 (2,000.00) Dollars lawful money 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, convey and Warrant unto the said party of the second part, and to its successors and assigns, the following described tracts or parcels of land, lying and being in the County of Skamania and State of Washington, and particularly bounded and described as follows, to-wit:

---Lot Numbered Five (5) in Block Numbered Three (3) of Estabrooks Addition to the Town of Carson, according to the official plat thereof, recorded in the office of the County Auditor of Skamania County, the said Addition being the survey of George E. Linn, county surveyor, and being a part of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Sec. 29, Tp. 3 N. of R. 8 East of W.M. Together with the buildings and appurtenances thereunto belonging. Also the following: Beginning at a point fifteen feet north and thirty feet west of the Southeast corner of the Southwest quarter of the Southeast quarter of section Twenty (20), Township Three (3) North of Range Eight (8) East of W.M., Running thence north fifty (50) feet, thence west one hundred (100) feet, thence south fifty feet (50) thence east one hundred (100) feet to the point of beginning, containing one lot fifty by one hundred feet; together with the buildings and appurtenances thereunto belonging, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

This Conveyance is intended as a Mortgage to secure the payment of Two thousand and no/100 (\$2000.00) Dollars, lawful money of the United States, together with interest thereon at the rate of ten per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note bearing date April 7th. 1910, made by R.F. Simmons and Louise Simmons payable On or before one year after date to the order of Bank of Stevenson 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, its successors or assigns, may immediately thereafter, in the manner provided by law, foreclose this mortgage for the whole amount due upon said principal and interest, with all other sums hereby secured. Said first parties agree to carry insurance in the sum of \$3,000 upon buildings.

In any suit or other proceeding which may be had for the recovery of the amount due, on either said note or this mortgage, said party of the second part, its successors or assigns shall have the right to have included in the judgment which may be recovered the sum of \$ that the court shall adjudge reasonable as attorney's fees, to be taxed as part of the costs in such suit, as well as all payments which the said party of the second part, its successors executors, administrators and assigns may be obliged to make for its or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

In case of the foreclosure of this mortgage, the party of the second part, its successors or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby, including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof, and to the costs of such