

This Indenture witnesseth that Aubert A. Leavens and Vera Leavens husband and wife, parties of the first part, for and in consideration of the sum of five hundred dollars to me in hand paid the receipt whereof is hereby acknowledged have bargained and sold and by these presents do grant, bargain, sell and convey unto A.L. Orsen, party of the second part, the following described real property to-wit:

The Northeast quarter (NE $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section twenty-six (26) Township two North of Range six East of Willamette meridian containing 40 acres more or less. Together with tenements hereditaments and appurtenances therunto belonging or in anywise appertaining. To have and to hold the same with the appurtenances unto the said A.L. Orsen his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of five hundred dollars in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$500.00

Stevenson Washington May 24th 1910

On or before three years after date without grace we promise to pay to the order of A.L. Orsen at Stevenson Wash. five hundred dollars in Gold Coin of the United States with interest thereon in like gold coin at the rate of eight 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 is instituted to collect this note or any portion thereof we promise to pay in addition to the costs and charges provided by statute such additional sum as the court may adjudge reasonable as attorneys fees to be allowed in said suit or action.

Aubert A. Leavens  
Vera Leavens.

Now if the sums of money due upon said instrument shall be paid according to agreements therein expressed this conveyance shall be void, but in case default shall be made in the payment of the principal or interest as above provided then the said A.L. Orsen and his legal representative may sell the premises above described with all and every of the appurtenance 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 together with the costs and charges of making such sale and a reasonable sum as attorneys fees, and the overplus if any thereof, paid over to said Aubert A. Leavens and Vera Leavens their heirs and assigns, and the said parties of the first part their heirs executors and administrators do covenant and agree to pay the said party of the second part the said sum of money as above mentioned.

Witness our hands and seals this 24th day of May 1910

Done in presence of

Earl L. Irvin

Aubert A. Leavens (Seal)

O.L. Irvin

Vera Leavens (Seal)

State of Washington

County of Skamania, ss. Be it Remembered that on this 24th day of May 1910 personally appeared

before me, the undersigned, a Clerk of Superior Court, the within named Aubert A. Leavens and Vera Leavens husband and wife, who are known to me to be the identical persons described in and who executed the within instrument and acknowledged that they executed the same freely and voluntarily.

In Testimony Whereof I have hereunto set my hand and official seal the day and year last above written.

A. Fleischhauer, Clerk of Superior Court

(Seal of Court)

Skamania Co. Wash

Filed for record by A.L. Orsen on May 25th 1910 at 8.15 A.M.

A. Fleischhauer

Co. Auditor