

from the northline thereof to the property herein conveyed; also a strip of land 20 feet wide the north line of which is the north line of the 4<sup>th</sup> acre tract above described extended to the east bank of Panther Creek; also the right to take and use the water of Panther Creek. Also the right to take and use the water of a certain spring lying and being about 1000 feet north-easterly from the Northeast corner of the above described 40 acre tract; together with all and singular the tenements hereditaments and appurtenances thereto belonging or in anywise appertaining. This conveyance is intended as a mortgage to secure the payment of the sum of five hundred dollars (\$500.00) in lawful money of the United States togetherwith interest ~~at~~ at the rate of six per cent per annum from date until paid,according to the terms and conditions of one promissory note bearing date May 23rd 1910 made by H.W.Herring payable two years on or before after date to the order of Xenophon Wade 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 part 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 heirs executors and administrators may immediately thereafter in the manner provided by law foreclose this mortgage for the whole amount due upon said principal and interest with all the other sums hereby secured. 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 or the second part his heirs executors and administrators shall have the right to have included in the judgment which may be recovered the sum that the Court may adjudge reasonable as attorneys fees to be taxed as part of the costs of such suit as well as all payments which the said party of the second part may be obliged to make for his or their security on account of any taxes,charges incumbrances or assessments whatsoever on the said premises or any part thereof. In WitnessWhereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed,sealed and delivered in presence of

Raymond C.Sly

H.W.Herring (Seal)

R.I.Sandersn

State of Washington

County of Skamania,ss. I, Raymond C.Sly, a Notary Public in and for said County and state do hereby certify that on this 23rd day of May 1910 personally appeared before me H.W.Herring a single man/tp me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

In WitnessWhereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)

Raymond C.Sly, Notary Public for Washington

residing at Stevenson in said County

Filed for record by X.Wade on May 28th 1910 at 10.30 A.M.

A.Fleischauer

Co.Auditor