

Maiden to Ash & Attwell

This Indenture Witnesses that Maurice Maiden a single man, in consideration of Two thousand Dollars to us in hand paid the receipt whereof is hereby acknowledged have bargained and sold and by these presents do bargain sell and convey unto E.P.Ash and J.W.Attwell, doing business under the firm name of Ash & Attwell, the following described premises, to wit:

The East half of the Southeast quarter of section 34 in Township 3 North of Range 7 East of the willamette Meridian and also the West half of the Southwest quarter of section 35 in said Township 3 North of Range 7 East W.M., excepting from the last named parcel of land 10 acres more or less now enclosed by a wire fence and now used as an orchard by Charles Lebong and also excepting a roadway 30 feet wide therefrom leading from said ten acre tract across said above described land now used by said Lebong.

Together with tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same with the appurtenances unto the said E.P.Ash and J.W.Attwell, their heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of two thousand dollars according to the tenor of a certain promissory note of which the following is a copy, to-wit:

\$2000.00

Stevenson, Wash. July 27th 1909

On or before one year after date without grace for value received I promise to pay to E.P. Ash and J.W.Attwell or order two thousand dollars at the Bnk of Stevenson, Stevenson, Wash. with interest after date at the rate of 8 per cent per annum until paid. Interest to be paid semi-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. Authority is hereby given to collector or dispose of any collateral security that may have been pledged to secure the payment of this note at any time and apply proceeds hereon and surplus if any, less the expenses, to be returned to the maker hereof. For value received each and every party signing or endorsing this note hereby waives presentment, demand protest and notice of non-payment thereof, binds himself as a principal, not as a security and promises in case of suit is instituted to collect the same or any portion thereof, to pay such sum as the court may adjudge reasonable as attorneys fees in such suit or action.

Maurice Maiden.

And it is hereby understood and agreed that said mortgagor may cut timber from said tract of land for a period of six months from the date hereof but that no timber shall be cut thereon after the expiration of six months from the date of this instrument and in the event of timber being cut either by mortgagor or with his consent on said tract after the expiration of said six months this mortgage and the indebtedness secured thereby shall become immediately due and payable and foreclosurable. Now if the sums of money due upon said promissory note be paid according to the agreements therein expressed, this conveyance shall be void, but in case default be made in the payment of the principal or interest as therein provided then the said E.P.Ash and J.W.Attwell or their legal representatives may sell the premise above described 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, retain the said principal and interest together with the costs and charges of making such sale and the surplus if any there be, pay over to the said Maurice Maiden, his heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.

I hereby certify that within thirty days after the date hereof, this mortgage has been fully paid. Nov. 26. 1910. E.P.Ash & J.W.Attwell