

This Indenture made this 14th day of May, 1910 by and between Harry T. Coleman and Helena M. Coleman his wife, parties of the first part, and Jacob A. Haak party of the second part witnesseth: That whereas the said party of the second part has loaned to the said party of the first part the full sum of eighteen hundred and fifty dollars which sum the said party of the first part agrees to repay at the rate of 7 per cent per annum from this date until paid and also pay all taxes and assessments which may be assessed or levied to or against the party of the second part or assigns on account of such loan. All according to the terms of a certain promissory note given therefor of which the following is a copy:

\$1850.00

Portland, Oregon May ---1910

One year after date I promise to pay to the order of Jacob A. Haak eighteen hundred and fifty dollars for value received, with interest from date until paid payable semiannually at the rate of seven per cent per annum, principal and interest payable in U.S. Gold coin at Lumbermens National Bank of Portland, Oregon; and in case suit or action is instituted to collect this note or any portion thereof I promise to pay such additional sum of money as the Court may adjudge reasonable as attorneys fees in such suit or action.

(signed) Harry T. Coleman

(Signed) Helena M. Coleman

Now there or in consideration of said loan and for the purpose of securing the payment of the said several sums of money named in said note and the faithful performance of all the covenants herein contained, the parties of the first part do hereby grant bargain, sell and convey unto the said party of the second part his heirs and assigns all of that certain real estate situate in Skamania County and State of Washington and described as follows to-wit:

Lots one (1) and two (2) and the east half of the Northwest quarter of section eighteen (18) Township three (3) North of Range ten (10) East of W.M. containing 16 1/2 acres.

Together with tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining to have and to hold unto the said party of the second part his heirs and assigns forever. But as a mortgage to secure the payment of several sums of money specified in said note before mentioned and the performance of the covenants and conditions therein contained. And the said parties of the first part covenant that said Harry T. Coleman and Helena M. Coleman are the owners in fee simple of said real estate. That it is free from incumbrance and that they will pay all of said sums of money, the principal and interest and all the taxes and assessments which may be assessed or levied against the said party of the second part or assigns on account of said note or mortgage and all taxes and assessments which may be levied upon or against said land when the same become due and payable and not later than ten days before they become delinquent.

Now the payment of the said principal and interest and taxes and as above specified will render this conveyance void. But it is expressly provided that time and the exact performance of all the conditions hereof is of the essence of this contract and in case default be made in the payment of any of said sums of money when due and payable as above provided, either of the principal or interest or any portion thereof or of any of said taxes or in the performance of any of the covenants or conditions herein provided on the part of the mortgagor, then the whole of the principal sum and the interest accrued at the time default is made and all taxes which the holder of said note shall have paid or become liable to pay, shall at the option of the holder become due and payable and this mortgage may be foreclosed at any time thereafter. And it is expressly agreed between said parties that if any suit is instituted to effect such foreclosure, the party to such said holding this mortgage may recover therein as attorneys fees such sum as the court may adjudge reasonable in addition to costs and disbursements allowed by the code of civil procedure and said attorneys fees and costs shall be secured by this mortgage.