

act and deed for the uses and purposes therein mentioned.

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

Archy N. Page, Notary Public in and for State of Washington
(Notarial Seal) residing at Skamania in said county

Filed for record by A.N. Page on July 19th 1910 at 8.15 A.M.

A. Fleischhauer

Co. Auditor.

Tillotson & Anderson to Tillotson

This Indenture witnesseth that A. Tillotson and A. Anderson, both single men, parties of the first part for and in consideration of one dollar and other good and valuable considerations which is \$1000.00 in gold coin of the United States of America to them in hand paid by Augustus Tillotson, party of the second part, has granted bargained and sold and by these presents do grant bargain, sell convey and warrant unto the said party of the second part and to his heirs and assigns the following described premises situate lying and being in the County of Skamania State of Washington to-wit:

Beginning at a point (30) thirty feet east and (1020) one thousand twenty feet north of the southwest corner of the Northwest quarter of the southwest quarter of section (21) twenty one Township (3) three North of Range (8) Eight East of Willamette Meridian, running thence east (40) forty rods, thence south (20) twenty rods, thence west (40) forty rods, thence North (20) twenty rods to the point of beginning containing (5) five acres and also a strip of land (30) thirty feet wide lying on the west side of the above described land. To have and to hold the said premises with all their appurtenances unto the said party of the second part and to his heirs and assigns forever; and the said parties of the first part

for their heirs executors and administrators do hereby covenant to and with the said party of the second part his heirs and assigns that they are the owners in fee simple of said premises that the same are free from all incumbrances and that they will warrant and defend the title thereto against all lawful claims whatsoever.

This conveyance is intended as a mortgage and is given to secure the payment of one thousand dollars together with interest thereon at rate of 4 per cent per annum from date until paid payable in 4 years or before, interest payable annually at 4%.

Said parties of the first part hereby agree that in any suit or other proceedings for the recovery of the debts or moneys hereby secured or for the foreclosure of this mortgage said party of the second part his heirs or assigns shall have the right to have taxed as costs and included in the judgment or decree rendered in such suit or proceedings a reasonable attorneys fees equal to 5% per cent of the total amount found due. Said parties of the first hereby agree that in any suit or other proceedings for the recovery of the debt or moneys hereby secured or for the foreclosure of this mortgage, the part of the second part---their executors administrators or assigns shall be entitled to have entered in any suit or proceedings a judgment for any deficiency remaining due on account of the debt or moneys hereby secured after the foreclosure sale of the premises above described. Said party of the first part agrees that on case of foreclosure of this mortgage the purchaser at any time sale had hereunder shall be entitled to the immediate possession of the premises so sold whether the same be occupied or not. It is mutually understood and agreed that upon the full performance of the foregoing covenants and