

hundredths acres, as shown by plat of Shipherd land light and power Co. filed in the office of the County Auditor of Skamania County. To have and to hold the said premises with all their appurtenances unto the said party of the second part and to its heirs and assigns forever, and the said party of the first part for his and his heirs and assigns does hereby covenant to and with the said party of the second part its heirs and assigns that he is the owner in fee simple of said premises that the same are free from all incumbrances and that he will warrant and defend the title thereto against all lawful claims. This conveyance is intended as a mortgage to secure the payment of five hundred and fifty dollars together with interest thereon at the rate of 6 per cent per annum from date until paid payable annually according to the terms of five certain promissory notes bearing date August 3rd 1910 made by Edward McCabe, payable (1) one hundred and ten dollars upon August 3rd 1911 (2) one hundred and ten dollars upon August 3rd 1912 (3) one hundred and ten dollars upon August 3rd 1913 (4) one hundred and ten dollars upon August 3rd 1914 (5) one hundred and ten dollars upon August 3rd 1915 to the order of The Shipherd Land Light and Power Co.. Said party of the first part agrees to pay and extinguish all taxes, assessments and all other public charges which may be levied, assessed or charged upon said premises or upon this mortgage.

Said party of the first part hereby agrees that in any suit or other proceedings commenced for the recovery of the debt or moneys hereby secured or for the foreclosure of this mortgage, said party of the second part its heirs executors and administrators 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 fee equal to --- per cent of the total amount found due. Said party of the first part agrees that in any suit or other proceedings commenced for the recovery of the debt and moneys hereby secured or for the foreclosure of this mortgage, the party of the second part its heirs or assigns shall be entitled to have entered in any such suit or proceedings a judgment for any deficiency remaining due upon account of the debt and moneys hereby secured after the foreclosure sale of the premises above described. Said party of the first part hereby agrees that in case of foreclosure of this mortgage the purchaser at any sale had thereunder shall be entitled to immediate possession of the premises so sold, whether the same then be occupied or not. It is mutually understood and agreed that upon the full performance of the foregoing covenants and agreements at the time and in the manner specified, then this indenture shall be void and a discharge thereof given at the expense of the party of the first part, otherwise to remain in full force and virtue.

In Witness Whereof the said party of the first part has hereunto set his hand and seal this third day of August 1910.

Signed, sealed and delivered in presence of

R.M. Ross

Edward E. McCabe (Seal)

R.M. Wright

State of Washington

County of Skamania, ss. I, R.M. Wright, a Notary Public in and for said County and State do hereby certify that on this third day of August 1910 personally appeared before me Edward E. McCabe, unmarried, to 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 Witness Whereof I have hereunto set my hand and official seal the day and year last above written.

(Notarial Seal)

R.M. Wright, Notary Public for Washington
residing at Stevenson in said County

Filed for record by R.M. Wright on August 4th 1910 at 1.15 P.M.

A. Fleischhauer

Co. Auditor