

for 30 rods to place of beginning, containing 5 acres; also a right of way for a road 16 feet wide from the southeast corner of the last above described tract along the east line of said lot 6 to the road known as Strawberry Road. 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 Ed Learned his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of a promissory note of which the following is a copy to-wit:

\$350.00

Stevenson Wash. Nov. 19th 1910

Three Years after date for value received I promise to pay to the order of Ed Learned three hundred fifty dollars with interest thereon payable annually at the rate of 8 per cent per annum from date; and if not so paid the whole sum of both principal and interest to become immediately due and payable at the option of the holder of this note. If the interest is not paid when due it shall be compounded with the principal and bear like interest therewith, principal and interest payable in lawful money of the United States. And in case suit is shall instituted to collect this note or any portion thereof I promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees to be taxed as part of the costs of such suit for the use of plaintiff's attorney. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note

A.F. Houston

Now if the sums of money due upon said note be paid according to the agreements therein expressed this conveyance shall be void, but in case default shall be made in the payment of the principal or interest as therein provided, then the said Ed Learned or his legal representative may sell the premises 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 of any there be, pay over to the said A.F. Houston his heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.

In Witness whereof I have hereunto set my hand and seal this 19th day of November 1910

Signed, sealed and delivered in presence of

A. Fleischhauer

A.F. Houston (Seal)

E. Swisher

State of Washington

County of Skamania, ss. I, the undersigned authority do hereby certify that on this 19th day of November 1910 personally appeared before me A.F. Houston a single man, 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 Given under my hand and official seal this 19th day of Nov. 1910

A. Fleischhauer, Clerk of Superior Court

(Seal of Court)

Skamania Co. Wash.

Filed for record by Ed. Learned on Nov. 19th 1910 at 1.30 P.M.

A. Fleischhauer

Co. Auditor

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