

Satisfied Pg 224 BK U

the west line of said tract to point of beginning. It is intended by the grantor herein that said piece or parcel of land herein described shall be surveyed and that said piece or parcel of land shall contain 58 acres of land; said land being situated in section four in Township one north of Range five east, and section thirty three in Township two North of Range five east of Willamette Meridian in said County and State; together with all and singular the tenement, hereditaments and appurtenances thereunto belonging. This conveyance is intended as a mortgage to secure the payment of six hundred dollars lawful money of the United States, together with interest thereon at the rate of six per cent per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date Dec. 7th 1910 made by J.T. Haffey and Lulu Haffey payable at Cape Horn Washington on or before four years after date to the order of Walter Duggan, and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default shall be made in the payment of the principal or interest of said promissory note or any part thereof when the same shall become due and payable according to the terms and conditions thereof, then the said party of the second part his heirs executors administrators or assigns may immediately thereafter, in the manner provided by law foreclose this mortgage for the whole amount due upon said principal and interest with all other sums hereby secured. In any suit or other proceedings which may be had for the recovery of the amount due on either said note or this mortgage, said party of the second part his heirs executors administrators or assigns shall have the right to have included in the judgment which may be recovered the sum of ----- as attorneys fees to be taxed as part of the costs in such suit as well as all payments which said party of the second part may be obliged to make for his or their security by insurance or on account of any taxes, charges incumbrances or assessments whatsoever on the said premises or any part thereof. In case of foreclosure of this mortgage the party of the second part his heirs or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby, including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof and to the costs of such foreclosure suit.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

V.C. Snyder

J.T. Haffey (Seal)

R.M. Wright

Lulu Haffey (Seal)

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 7th day of December 1910 personally appeared before me J.T. Haffey and Lulu Haffey, husband and wife, to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their 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 in this certificate first above written.

R.M. Wright, Notary Public for Washington

(Notarial Seal)

residing at Stevenson, Wash.

Filed for record by T.H. Ward on Dec. 30th 1910 at 8.15 A.M.

A. Fleischhauer

Co. Auditor

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J. Skaan

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