

This Indenture made this fourth day of January 1911 by and between Chauncey Goodenough, not married, mortgagor, and August Sperling of Portland Oregon, Mortgagee, Witnesseth: That the said mortgagor for and in consideration of the sum of two hundred and fifty (\$250.00) dollars, to him in hand paid, the receipt whereof is hereby acknowledged, has bargained and sold and by these presents does grant, bargain, sell and convey unto the said mortgagee his heirs and assigns all of the following described real estate situated in the county of Skamania State of Washington: The East half of the Northwest quarter of the Northeast quarter of section twenty eight (28) in Township three (3) North of Range eight (8) East of Willamette Meridian, containing twenty (20) acres) more or less. Together with the tenements hereditaments and appurtenances thereto belonging. To have and to hold the said mortgaged premises unto the said mortgagee his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of two hundred and fifty dollars in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$250.00

Portland, Oregon January 4th 1911

On or before two years after date without grace I promise to pay to the order of August Sperling at Portland, Oregon, two hundred and fifty dollars in Gold coin of the United States of the present standard value with interest thereon in like gold coin at the rate of ten per cent per annum from date until paid. Interest to be paid annually and if not so paid the whole amount of both principal and interest to become immediately due and collectible at the option of the holder of this note. And in case suit or action is instituted to collect this note or any portion thereof, I promise and agree to pay in addition to the costs and disbursements provided by statute such additional sum as the court may adjudge reasonable for attorneys fees to be allowed in said suit or action.

(signed) Chauncey Goodenough

And the said mortgagor hereby covenants that he is the owner of said premises in fee simple and that they are free from all incumbrances and that he will pay all taxes upon said premises at least ten days before they become delinquent.

Now the payment of said note, interest and taxes, as herein provided shall render this conveyance void; but in case default shall be made in the payment of the interest in said note expressed when the same shall become due or failure to pay the taxes as herein provided or in default of the performance of any of the covenants as herein expressed on the part of the mortgagor, then the whole of the principal and sum and interest accrued at the time default is made or declared and all taxes which the holder of said note shall have paid or become liable to pay shall at the option of the holder of said note become due and payable and this mortgage may be foreclosed at any time thereafter. Now it is agreed by the mortgagor that if the mortgagee be compelled to foreclose this mortgage by reason of any breach of the agreements herein contained, the mortgagee shall be entitled to a reasonable attorneys fee in said suit or action and the mortgagor agrees to pay said sums of money hereby secured.

In Witness Whereof I have hereunto set my hand and seal this 4th day of January 1911

Executed in the presence of us as witnesses

T.H. Ward

Chauncey Goodenough (Seal)

C.H. Maginnis

Stat of Oregon

County of Multnomah, ss. I, T.H. Ward a Notary Public in and for said county and state residing at Portland Oregon, do hereby certify that on this 4th day of January 1911 personally appeared before me Chauncey Goodenough not married 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