

interest of said promissory note or any part thereof, when the same shall be due and payable, according to the terms and conditions thereof, then the said party of the second part his executors administrators or assigns are hereby empowered to sell the said premises 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 to retain the said principal and interest together with the costs and charges of making such sale and the overplus if any therebeshall be paid by the party making such sale on demand to the said party of the second part, her heirs or assigns. And in any suit or other proceedings that may be had for the recovery of said principal sum and interest on either said note of this mortgage, it shall and may be lawful for the said party of the second part his heirs and assigns to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit in the sum of blank-dollars in gold coin as well as all payments that the said party of the second part his heirs executors administrators or assigns, may be obliged to make for his own or thier security by insurance or on account of any taxes, charges incumbrances or assessments whatsoever on the said premises or any part thereof.

In Witness Whereof the said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

W.F.Cash

Maggie E. Hamilton (Seal)

Lettie B. Cash

E.C. Hamilton (Seal)

State of Washington

County of Skamania, ss. This is to certify that on this 25th day of October 1909 before me, W.F.Cash, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Maggie E. Hamilton and E.C. Hamilton, 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.

Witness my hand and official seal the day and year in this certificate first above written.

W.F.Cash, Notary Public for Wash.

(Notarial Seal)

residing at Underwood.

Filed for record by Butler Banking Co. on Oct. 28th 1909 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

Maiden to Ash & Attwell

This Indenture witnesseth that Maurice Maiden and P. Maiden his wife in consideration of twelve hundred dollars to us in hand paid the receipt whereof is hereby acknowledged have bargained and sold and by these presents do grant, bargain sell and convey unto E.P. Ash and J.W. Attwell, doing business under the firm name of Ash & Attwell, the following described premises to-wit: The East half of the Southeast quarter of section 34 in Township 3 North of Range 7 East of the Willamette Meridian and also the west half of the Southwest quarter of section 35 in said Township 3 North of Range 7 East W.M., excepting from the last named parcel of land 10 acres more or less now enclosed by a wire fence and now used as an orchard by Charles Lebong and also excepting a road way 30 feet wide therefrom leading from said ten acre tract across said above described land now used by said Lebong. Together with tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining, to have and to hold the same with the appurte