

nances unto the said E.P.Ash and J.W.Attwell in their heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of twelve hundred dollars in accordance with the tenor of a certain promissory note of which the following is a copy, to-wit:

\$1200.00

Stevenson, Wash. Oct. 27th 1909

On or before July 27th 1910 for value received we promise to pay to E.P.Ash and J.W.Attwell or order twelve hundred dollars at the Bank of Stevenson, Stevensin, wash. with interest at the rate of 8 per cent per annum until paid. Interest to be paid semi-annually and if not so paid the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. Authority is hereby given to collect or dispose of any collateral security that may have been pledged to secure the payment of this note at any time and apply proceeds hereon and surplus if any, less expenses to be returned to the maker hereof. For value received each and every party signing or endorsing this note waives presentment, demand and notice of non-payment hereof, binds himself as a principal, not as a security and promise in case of suit is instituted to collect the same or any portion thereof to pay such sum as the court may adjudge reasonable as attorneys fees in such suit or action.

Maurice Maiden

P.Maiden.

And it is hereby understood and agreed that the said mortgagor may cut timber from said tract of land for a period of three months from the date hereof but that no timber shall be cut thereon after the expiration of the three months from the date of this instrument and in the event of timber being cut either by mortgagor or with his consent on said tract after the expiration of said three months this mortgage and the indebtedness secured thereby shall become immediately due and payable and foreclosurable. Now if the sums of money due upon said promissory note be paid according to the agreements therein expressed this conveyance shall be void, but in case default be made in the payment of the principal or interest as therein provided then the said E.P.Ash and J.W.Attwell or their legal representatives 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 cost and charges of making such sale and the surplus if any there be pay over to the said Maurice Maiden his heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder of this note.

In Witness Whereof we hereunto set our hands and seal this 27th day of October 1909

Signed, sealed and delivered in presence of

A.Fleischhauer

Maurice Maiden (Seal)

P.E.Ash

P.Maiden (Seal)

State of Washington

County of Skamania, ss. I, the undersigned, do hereby certify that on this 27th day of Oct. 1909 before me personally appeared Maurice Maiden and P.Maiden his 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.

Given under my hand and official seal this 27th day of Oct. 1909

A.Fleischhauer, Clerk of Sup. Court

(Seal of Court)

Skamania Co. Wash.

Filed for record by E.P.Ash on Oct. 28th 1909 at 1.15 P.M.

A.Fleischhauer

Co. Auditor

I hereby certify that this mortgage is a fully paid note. E.P. 1909