

deed for the uses and purposes therein mentioned.

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

Geo. E. Streeter

(Notarial Seal)

Notary Public for Oregon

Filed for record by J. G. Wynn on March 24th 1911 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

Stevens to Chappell

This Indenture made this tenth day of March 1911 between Charles L. Stevens, the party of the first part, and B. E. Chappell, the party of the second part, Witnesseth: That the said party of the first part for and in consideration of the sum of one thousand dollars (1000) gold coin of the United States to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged do by these presents grant, bargain, sell and convey unto the said party of the second part and to his heirs and assigns the following described real property situated in the County of Skamania State of Washington, to-wit:

The Southeast quarter of Section one (1) in Township three (3) North of Range six (6) East of Willamette Meridian containing 160 acres according to official plat of survey of the said lands. Together with all and singular the tenements hereditaments and appurtenances thereunto belonging. This conveyance is intended as a mortgage to secure the payment of the sum of one thousand (1000) dollars gold coin of the United States together with interest thereon in like gold coin at the rate of 8 per cent per annum from date until paid according to the terms and conditions of a certain promissory note bearing even date herewith made by Charles L. Stevens payable to the order of B. E. Chappell, and these presents shall be void if such payment be made according to the terms and agreements 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 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 retain the said principal and interest whether the same shall then be due or not together with the costs and charges of making such sale and the overplus if any there be shall be paid by the party making such sale to the party of the first part his heirs or assigns. And in any suit or other proceedings that may be had for the recovery of the said principal sum and interest on either said note or this mortgage it shall and may be lawful for the said party of the second part to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed, the sum of twenty five dollars and in case of settlement or payment being made after suit is commenced and before final decree has been entered thereon, an attorney's fee of twenty five dollars to be taxed as part of the costs in such suit as well as all payments that the said party of the second part his heirs or assigns 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