

THIS INDENTURE, Made this 11th day of July in the year of our Lord one thousand nine hundred and eleven Between L.G. Van Denberg and Mary E. Van Denberg, husband and wife, of Portland, Ore. the parties of the first part, and T.J. Scott of Underwood, Washington, party of the second part;

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Fourteen Hundred (\$1400.00) Dollars gold coin of the United States, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell, Convey and Confirm unto the said party of the second part, and to his heirs and assigns, the following described tract or parcels of land, lying and being in the County of Skamania, and State of Washington, and particularly described as follows, to-wit:

The North Half (N $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-One (21), Township Three (3) North of Range Ten (10) East of the Willamette Meridian, in Skamania County, State of Washington. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Fourteen Hundred (\$1400.00) Dollars, gold coin of the United States together with interest thereon in like gold coin at the rate of Six (6) per cent. per annum from date until paid, according to the terms and conditions of Two (2) certain promissory notes bearing date \_\_\_\_\_ made by L.G. Van Denberg and Mary E. Van Denberg payable to the order of T.J. Scott, and these presents shall be void if such payment be made according to the terms and conditions thereof, But in case default be made in the payment of the principal or interest of said promissory notes, 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 and assigns are hereby empowered to sell the said premises, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, to retain the whole of said principal and interest, whether the same shall be then 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 part making such sale, on demand, to the said parties of the first part their heirs or assigns. And in any suit or other proceeding that may be had for the recovery of 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, his heirs, executors, administrators or assigns, to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit, the sum of What the Court allows in gold coin (or in case of settlement or payment being made after suit has been commenced, and before the final decree has been entered thereon, an attorney's fee of Fifty (\$50.00) dollars in gold coin shall 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, executors, administrators 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 premises or any part thereof.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered

Jos. B. Beck

R.J. Van Denberg

L.G. Van Denberg (Seal)

Mary E. Van Denberg (Seal)