

THIS INDENTURE, Made this 8th day of November, in the year of our Lord one thousand nine hundred and eleven Between C.R. Mason, an unmarried man, of Stevenson, Washington, the party of the first part and F.H. Turner, of the same place, WITNESSETH, That the said party of the first part, for and in consideration of the sum of Two Hundred (\$200.00) Dollars gold coin of the United States, 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, Convey and Confirm unto the said party of the second part, and to his heirs and assigns, the following described tract, or parcel of land, lying and being in the County of Skamania State of Washington, and particularly bounded and described as follows, to-wit:

The west one half of that certain tract of land deeded to Frank Morrison on December 22, 1910, by John Mitchell and Emma Mitchell, his wife, the land hereby granted being all that part of said tract lying and being west of a line drawn south from the center of the North line of said tract so granted by said Mitchell and wife, which said tract so granted by Mitchell and wife is described as follows:

"All that part of the Felix G. Iman Donation Land Claim situated in the North-east quarter of the North-east quarter of Section Two (2) Township Two (2) North Range Seven (7) East of the Willamette Meridian, except that portion thereof heretofore transferred by grantors (Mitchell and wife) to J. Graves by bond for deed recorded in Book K of Deeds, page 94, records of Skamania County, Washington, containing twenty-five acres more or less. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Two Hundred (\$200.00) 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 tenor of a certain promissory note bearing date Nov. 8, 1911 made by C.R. Mason payable on or before one year after date to the order of F.H. Turner 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 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 and assigns, are hereby authorized to declare all of said sums at once due and payable and 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 party making such sale, on demand, to the said party of the first part his 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, such sum as the court shall adjudge reasonable as an attorney's fee 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