

January 22nd 1909 and recorded in Book I of deed records of Skamania Co. Wash on page 331.

All the cottonwood timber and trees standing and being upon said premises heretofore deeded to Western Transportation Co. a corporation by deed dated January 7th 1908 and recorded in Book I of deeds page 4; subject also to a certain lease of shore land and water front for a fish wheel dated Sept. 16th 1899 and recorded in Book I of agreement and leases page 177., records of Skamania Co. Wash.

To have and to hold the same unto the said party of the second part as her separate property and unto her heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of thirteen thousand and no/100 dollars (\$13000.00) lawful money of the United States together with the interest thereon at the rate of five per cent per annum from the 10th day of March 1911 until paid, according to the terms and conditions of one certain promissory note bearing date February 11th 1911 made by William Kee and Mary A. Kee payable on or before five years after date to the order of Myrtle Attwell, and these presents shall be void if such payment shall be made according to the terms and conditions 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 be due and payable according to the terms and conditions thereof, then the said party of the second part, her heirs administrators executors or assigns may immediately thereafter in the manner provided by law foreclose this mortgage for the whole amount due upon said principal and interest with all other sums hereby secured. In any suit or other proceedings which may be had for the recovery of the amount due on either said note or this mortgage, said party of the second part shall have the right to have included in the judgment which may be recovered such sum as the court shall adjudge reasonable as attorneys fees to be taxed as part of the costs in such suit, as well as all payments which the said party of the second part her heirs or assigns may be obliged to make for her or their security by insurance or on account of taxes charges incumbrances or assessments whatsoever on the said premises or any part thereof. In case of foreclosure of this mortgage the party of the second part her heirs or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby including taxes insurance or other lawful assessments after applying the proceeds of the sale of the said premises to the payment 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 in presence of

Louis Aalvok

William Kee (Seal)

Raymond C. Sly

Mary A. Kee (Seal)

State of Washington

County of Skamania, ss/ I, Raymond C. Sly a Notary Public in and for said county and state do hereby certify that on this 11th day of Februry 1911 personally appeared before me William Kee and Mary A. Kee 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.

In Testimony Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)

Filed for record by Myrtle Attwell on Februry 15th 1911 at 2.30 P.M.

Raymond C. Sly, Notary Public for Wash.
Residing at Stevenson Wash

A. Fleischhauer

Co. Auditor