

America of the present standard value with interest thereon in like gold coin at the rate of 6 per cent per annum from date until paid, for value received. Interest to be paid 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. And in case suit or action is instituted to collect this note or any part thereof I promise to pay in addition to the costs and disbursements provided by statute, such additional sum as the Court may adjudge reasonable as attorneys fees in said suit or action.

The Shipherd Land Light and Power Co.  
E.L. Shipherd, Pres.  
Attest: Ralph E. Moody, Secretary

Now Therefore, in consideration of said loan and for the purpose of securing payment of the said several sums of money named in said note and the faithful performance of all the covenants herein contained, the party of the first part does hereby grant bargain, sell and convey unto the said party of the second part his heirs and assigns forever; all of that certain real estate situate in Skamania County State of Washington and described as follows to-wit:

Lots three (3) and four (4), the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 29 Township three (3) North of Range 8 East of W.M., containing 68 acres more or less.

Together with the tenements hereditaments and appurtenances thereto belonging or in anywise appertaining, to have and to hold unto the said party of the second part his heirs and assigns forever. But as a mortgage to secure the payment of several sums of money specified in said note before mentioned and the performance of the covenants and conditions therein contained. And the said party of the first part covenants that it is the owner in fee simple of said real estate That it is free from incumbrances and that it will pay all of said sums of money, the principal and interest specified in said note at the times therein designated and all of the taxes and assessments which may be assessed or levied against said property when the same becomes due and payable and not later than ten days before the same becomes delinquent. And it is expressly agreed and provided by and between the parties hereto that if said mortgagor shall fail or neglect to insure said buildings or shall fail or neglect to pay said taxes and assessments as above provided, the mortgagee may effect such insurance and pay said taxes and the premium or premiums paid for such insurance and the taxes so paid, the party of the first part agrees to repay and the said sums of money shall at once become due and bear interest at the rate of 6 per cent per annum until paid. And the same shall be paid at the same time and with the first installment of interest which shall become due thereafter; and shall be a part of the debt secured by this mortgage and a lien on said land.

Now the payment of said principal and interest taxes assessments premiums as above provided will render this conveyance void. But it is expressly provided that time and the exact performance of all the conditions hereof is of the essence of this contract and in case default be made in the payment of any of said sums of money when due and payable as above provided either of said principal or any installment of interest or any portion thereof or of any of the taxes or in the performance of any of the covenants or conditions herein provided on the part of the mortgagor then the whole of the principal and interest accrued at the time default is made and all taxes which the holder of this mortgage shall have paid or become liable to pay shall at the option of the holder of this note become due and payable and this mortgage may be foreclosed at any time thereafter.