

of said Kanaka Creek Cut off road to the intersection thereof with the south line of said lot numbered eight (8); thence east to place of beginning, containing 5.8 acres more or less. Together with all and singular the tenements heretofore and appurtenances thereunto belonging

This conveyance is intended as a mortgage to secure the payment of the sum of four hundred fifty dollars lawful money of the United States together with interest thereon at rate of ten per cent per annum from date until paid according to the terms and conditions of a certain promissory note bearing date November 25th 1911, made by R.C. Sly and Theo S. Sly payable May 26th 1913 after date to the order of W.A. Arnold, and these presents shall be void if such payment be made according to the terms and conditions thereof. But if default be made in the payment of the principal or interest of said promissory note or any part thereof when the same shall be due or payable according to the terms and conditions thereof then the said party of the second part his heirs 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 his heirs or assigns shall have the right to have included in the judgment which may be recovered to sum that the court may adjudge reasonable as attorneys fees to be taxed as part of the costs in such suit as well as all payment which 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, assessments, impositions or assessments of any kind whatsoever on said premises or any part thereof.

In case of foreclosure of this mortgage the said party of the second part his 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 assessments or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof and to the costs of such foreclosure suit.

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

Lin Shields

Raymond C. Sly (Seal)

E. E. Shields

Theo S. Sly (Seal)

State of Washington

County of Skamania, ss I, E. E. Shields a Notary Public in and for the said state do hereby certify that on this 11th day of December 1911 personally appeared R. C. Sly and Theo S. Sly 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 Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first in this certificate written.

E. E. Shields, Notary Public for Wash.

(Notarial Seal)

residing at Stevenson Wash

Filed for record by R. C. Sly on Dec 11th 1911 at 2.30 P.M.

A. Fleischhauer

Co. Auditor