

SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 10; the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 10; the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 10; the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 10; the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 10; the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 10; all being in Township 3, North of Range 9, East of Willamette Meridian; subject to a right of way for a pipe line along the East line of Lot Two and Three in Block Two of said plat, in favor of one A.B. Nash, his successors;

Also, the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 25; and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, both in Township 3, North of Range 9, East of Willamette Meridian, in said County and State, consisting of eighty acres more or less, subject to a certain mortgage now on file at Stevenson, Washington, and recorded on Page 81, Book "I" of Mortgages, on which a balance of One Thousand (\$1,000.00) Dollars remains unpaid;

Also, Lots Seven, Eight, Nine and Ten in Block Six of Cooks in Skamania County, Washington; Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.
TO HAVE AND TO HOLD the said premises with the appurtenances unto the said Mortgagee and assigns forever.

This conveyances is intended as a mortgage, however, and is given to secure the payment by the mortgagors to the mortgagee of the sum of One Thousand (\$1000.00) Dollars in United States Gold Coin of the present standard value, with interest from date until paid at the rate of eight per cent per annum, interest payable semi-annually; all according to the terms of a certain promissory note of even date herewith for \$1000.00 payable on or before three years after date given by the mortgagors to the mortgagee and bearing interest payable at the rate and times aforesaid. This indenture is further conditioned upon the faithful observance by the mortgagors of the following covenants hereby expressly entered into by the mortgagors, to-wit: That the mortgagors are lawfully seized of said premises, and now have a valid and unincumbered fee simple title thereto, and they they will forever warrant and defend the same against the claims and demands of all persons whomsoever;

That they will pay the said promissory note and all installments of interest thereon promptly as the same become due, according to the tenor of said note;

That so long as this mortgage shall remain in force they will pay all taxes, assessments and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanic's liens or other incumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage;

That they will keep all the improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged;

NOW, THEREFORE, if the said mortgagors shall pay said promissory note, and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgagee the option to declare the whole amount due on said note, or unpaid thereon or on this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time

Satisfied

Pg 488
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