

FRENCH TO EVANS.

THIS INDENTURE WITNESSETH, That L.R. French in consideration of One Hundred and Ten Dollars to him in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto J.H.Evans the following-described premises to-wit: The Southwest Quarter of the South-east quarter of Section Seven, Township Two North of Range Five East of the Willamette Meridian in Skamania County, State of Washington. Together with tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining, to have and to hold the same, with the appurtenances, unto the said J.H.Evans his heirs and assigns forever.

THIS CONVEYANCE is intended as a mortgage, to secure the payment of the sum of One Hundred and Ten Dollars, and the interest thereon, in accordance with the tenor of a certain promissory note, of which the following is a copy, to-wit:

\$110.00

Stevenson, Wash., August 15, 1912.

On or before one year after date, for value received I promise to pay to the order of W. H. Jones One Hundred and Ten Dollars with interest thereon payable annually at the rate of 8 per cent per annum from date; and if not so paid, the whole sum of both principal and interest to become immediately due and collectable at the option of the holder of this note. If the interest is not paid when due it shall be compounded with the principal and bear like interest therewith, principal and interest payable in lawful money of the United States. And in case suit is instituted to collect this note, or any portion thereof, I promise to pay such additional sum as the court may adjudge reasonable as attorney's fees, to be taxed as a part of the costs of such suit, for the use of plaintiff's attorney. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

L.R. French

Now if the sums of money due upon said promissory note be paid according to the agreement herein expressed, this conveyance shall be void, but in case default be made in the payment of the principal or interest as therein provided, then the said J.H.Evans or his legal representative may sell the premises above described, 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 retain the said principal and interest, together with the costs and charges of making such sale and the surplus, if any there be, pay over to the said Mortgagor heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.

In witness whereof _____ hereunto set my hand and this 15th day of

August, A.D. 1912.

Signed, Sealed and Delivered in

presence of

C.B. Collins

E.E. Shields

L.R. French (Seal)

State of Washington,)

County of Skamania.

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I, E.E. Shields do hereby certify that on this 30th day of August, A.D.1912, before me personally appeared L.R.French, a single man, to me known to be the individual described in, and who executed the within instrument and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of August 1912.

(Notarial Seal)

E.E. Shields

Notary Public in and for the State of Washington,
residing at Stevenson, in said county.

Filed for record by E.E. Shields on Aug.30, 1912 at 4:00 P.M.

A. Fleischhauer,

Co. Auditor.

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