

and further excepting that certain portion of land dredged to Sally Moss Hardy, and recorded in Book "O" of deeds, page 243, records of skamania County, Washington, and described as follows: Beginning at a point 1760 feet West from the Northeast corner of Section nineteen (19), Township one (1), North of Range five (5), East of the Willamette meridian; thence South 80 rods; thence West 380 feet; thence North 80 rods; thence east to the place of beginning, containing 26.66 acres, more or less.

To Have and to Hold the same unto the said party of the second part, his representatives, heirs and assigns forever. And the said party of the first part hereby covenants with the party of the second part, that he is the owner in fee simple of said property, that the same is free from all incumbrances, except and that he will warrant and defend the same unto the party of the second part, his representatives, heirs and assigns, against the lawful claims or demands of all persons whomsoever.

This conveyance, however, is intended as a mortgage to secure the payment of the sum of Six Hundred no/100 (\$600.00) Dollars, this day loaned by the party of the second part, to the party of the first part, and evidenced by one certain promissory note of which the following is a copy, to-wit:

\$600.00

Portland, Oregon April 22nd. 1913.

Two (2) years after date, without grace, for value received I promise to pay to A.B. Chalk, or order, at the Law Offices of WOERNDE & HAAS, Portland, Oregon, Six Hundred no/100 (\$600.00) Dollars, and interest at the rate of eight per cent. per annum from date until paid, all in U.S. Gold Coin. Interest to be paid semi-annually 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. And I further agree to pay all taxes and assessments which may be levied or assessed to the holder of this note on account thereof. And in case suit or action is instituted to collect this note or any part thereof, to pay such further sum as the Court may adjudge reasonable as attorney's fees in said suit or action.

(Signed) Frederick V. Moss

And the party of the first part, covenants and agrees to and with the party of the second part, that he will pay all the sums of money, both principal and interest, specified in said note, at the times therein designated, and all taxes and assessments which may be levied or assessed upon said land and this mortgage when the same become due and payable, and not later than ten days before the same becomes delinquent. And that he will not allow any lien to accrue against said mortgaged premises, having or that may have precedence over the lien of this mortgage and will keep all improvements erected or that shall be hereafter erected upon said premises, in good order and repair and will not commit or allow any strip or waste of said premises.

And the party of the first part further covenants and agrees that he will keep the buildings erected or to be erected upon the lands herein described insured against loss by fire in the sum of _____ Dollars, in a company or companies to be designated by the party of the second part; the policy or policies to be delivered and the loss if any made payable to said party of the second part;

And Further, that if he shall fail or neglect to insure said buildings, or to pay and discharge said taxes, liens or assessments as herein provided, the party of the second part may effect such insurance and pay and discharge such liens, taxes and assessments and the premium or premiums paid for such insurance and the liens, taxes and assessments so paid the party of the first part agrees to repay, and the sums of money shall at once become due and bear interest at the rate of eight per cent. per annum until repaid, 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.