THIS INDENTURE, made this 21st day of January, A.D.1914, between William L. Richmond and Belle Richmond, husband and wife, of Stevenson, Washington, parties of the first part and Margaret A. Smalley, party of the second part:

WITNESSETH: that the said parties of the first part, for and in consideration of the sum of Six Hundred ($600.00) Dollars, lawful money of the United States to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and warrant to the said party of the second part, and to her heirs and assigns, the following described tract or parcel of land lying and being in the County of Skamania and State of Washington, and particularly bounded and described as follows, to-wit: The South Half (S½) of the Southwest Quarter (SW¼) of Section Twenty-eight (28), Township Two (2) North of Range Six (6) East of Willamette Meridian, excepting therefrom a right of way heretofore granted to Skamania County for a Public Road, and also excepting a tract of land containing about six acres heretofore conveyed to Lulu M. Cree lying to the southeasterly of said right of way for public road. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Six Hundred ($600.00) Dollars, lawful money of the United States, together with interest thereon at the rate of ten per cent per annum from date until paid according to the terms and conditions of one certain promissory note bearing date January 21, 1914, made by William L. Richmond and Belle Richmond, payable two years after date to the order of Margaret A. Smalley, and these presents shall be void if such payment be made according to the terms and conditions thereof, but in case default be made in the payment of principal or interest of said promissory note, or any part thereof when the same shall become due and payable according to the terms and conditions thereof, then the said party of the second part, her heirs, executors, administrators or assigns may immediately thereafter, in manner provided by law, foreclose this mortgage for the whole amount due upon said principal and interest, with all the other sums hereby secured.

In any suit or other proceeding which may be had for the recovery of the amount due on either said note or this mortgage, said party of the second part, her heirs, executors, administrators or assigns, shall have the right to have included in the judgment which may be recovered the sum of Fifty ($50.00) Dollars as attorney's fees to be taxed as part of the costs in such suit as well as all payments which said party of the second part, her heirs, executors, administrators and assigns may be obliged to make for herself or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

In case of the foreclosure of this mortgage the party of the second part, her heirs, executors, administrators or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due on account of the indebtedness secured hereby, including taxes, insurance 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.

It is mutually understood and agreed between the parties hereto that the first parties shall have the right to pay the note secured hereby at any time within one year from the date hereof by paying the principal and one year's interest thereon, and thereafter before the maturity thereof by paying the principal sum and the interest then due thereon, and upon such payment, together with the payment of any sum which the second party hereto, her heirs, executors, administrators or assigns may have been obliged to pay for their security in pursuance of the provisions in this mortgage contained to receive a release of