

ALLINGER TO SMALLEY

THIS INDENTURE, Made this twenty seventh day of January in the year of our Lord one thousand nine hundred and fourteen. Between Jake Allinger and Addie Allinger his wife the parties of the first part, and Margaret A. Smalley the party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Four Hundred and 00/100 Dollars, (\$400.00) 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 confirm unto the said party of the second part, and to her heirs and assigns, the following described tract, lot or parcel of land, situate, lying and being in the County of Skamania State of Washington, and particularly bounded and described as follows, to-wit: South half of the Southwest quarter of Section Thirty Three in Township three North of Range seven East of the Willamette Meridian. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining.

To Have and To Hold the above granted premises, unto the said party of the second part, and to her heirs and assigns forever.

And the said parties of the first part do by these presents covenant that they are the owners in fee simple, absolute of all and singular the above granted and described premises and appurtenances; that they have good and lawful right to sell and convey the same.

THIS CONVEYANCE IS intended as a MORTGAGE to secure the payment of (\$400.00) Four Hundred and 00/100 Dollars, together with interest thereon at the rate of 10 per cent. per annum from date until paid, according to the terms and conditions of a certain promissory note bearing even date and made by Jake Allinger and Addie Allinger his wife payable Three years from 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. And in case default be made in the performance of any of the covenants herein contained or in the payment of either the principal or interest of the said note, or any part of either principal or interest, according to the terms of said note, or upon the refusal of the Mortgagor, their heirs, executors, administrators or assigns, to repay upon demand any charges made against the above described premises, or any part thereof, on account of taxes, insurance or other lawful assessments, the holder hereof and the note secured hereby may immediately declare the whole of said principal sum, interest, taxes, insurance, charges or other assessments immediately due, and may thereafter, in any manner provided by law, foreclose this mortgage for the whole amount then due on account of principal, interest, taxes, insurance, charges or other lawful assessments. And in any suit or other proceedings that may be had for the recovery of said principal sum and interest on either said note or this mortgage, it shall and may be lawful for said party of the second part, her heirs, executors, administrators or assigns, to include in the judgment that may be recovered, (in addition to the costs provided by law) counsel fees and charges of attorneys and counsel employed in such foreclosure suit, the sum of Fifty and 00/100 Dollars, as well as all payments that the said party of the second part, her heirs, executors, administrators or assigns may be obliged to make for her or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof. It is hereby expressly stipulated and agreed between the parties hereto, their heirs, executors, administrators or assigns, that in case of the foreclosure of this mortgage, that 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 upon 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.

And it is further stipulated and agreed between the parties hereto, their heirs,