

land and 3 acres, more or less, low land. Granting also the right to take so much water from Nelson Creek (on the land heretofore deeded to Maggie E. Hamilton by deed recorded at page 77 of Book M of Deeds records of Skamania County, Washington) as will flow through a one inch pipe, the lower side of the intake of which shall in no case be lower than the intake constructed by the said Maggie E. Hamilton. Also granting full right of way for a pipe line across the land deeded to said Maggie E. Hamilton, and the right to construct and maintain said pipe line together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Three hundred sixty and no/100 (\$360.00) 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 9th, 1914, made by P.S.C. Wills payable One year after date to the order of W.A. Arnold 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 the 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, his heirs, executors, administrators or assigns may immediately thereafter, in the 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, his heirs, executors administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum that the Court shall adjudge reasonable 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, his heirs, executors, administrators and assigns may be obliged to make for his 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, his 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.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal

the day and year first above written.  
Signed, Sealed and Delivered in the  
presence of  
Raymond C. Sly  
Estella Swisher

P.S.C. Wills (Seal)

State of Washington, )  
County of Skamania. ) ss.

I, Raymond C. Sly a Notary Public in and for the said State, do hereby certify that on this 27th day of January, 1914, personally appeared before me P.S.C. Wills, a single man to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)  
Commission expires Feb. 2, 1917.

Raymond C. Sly  
Notary Public in and for the State of Washington,  
residing at Stevenson in said County.

Filed for record by Bank of Stevenson on February 4, 1914 at 10:30 A.M.

H. Swisher,  
County Auditor.