

THIS INDENTURE, Made this eleventh day of February, in the year One Thousand Nine Hundred and fourteen between Jefferson F. Mann and Ada F. Mann, his wife, as mortgagors, and W.H. Britts, as mortgagee,

WITNESSETH: That the said mortgagors for and in consideration of the sum of Eight Hundred and no/100 (\$800.00) Dollars to them paid by the same mortgagee, do hereby grant, bargain, sell and convey unto the said mortgagee, his heirs and assigns those certain premises situated in the County of Skamania and State of Washington, and described as follows:

Lot Fifteen (15), in sub-division of Southeast Quarter (SE $\frac{1}{4}$) of Section Seventeen (17), Township Three (3) North, Range Eight (8) East of the Willamette Meridian, as shown by the plat of such sub-division, said land containing 10.44 acres.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee his heirs and assigns forever.

This conveyance is intended as a mortgage, however, and is given to secure the payment by the mortgagors to the mortgagee of the sum of Eight Hundred (\$800.00) Dollars in United States Gold Coin of the present standard value, with interest from date until paid at the rate of eight per cent per annum, interest payable semi-annually, all according to the terms of a certain promissory note of even date herewith for \$800.00 payable February 11th, 1917, given by the mortgagors to the mortgagee and bearing interest payable at the rate and times aforesaid, at the office of Western Bond and Mortgage Company, Portland, Oregon.

This indenture is further conditioned upon the faithful observance by the mortgagors of the following covenants hereby expressly entered into by the mortgagors, to-wit:

That they are lawfully seized of said premises, and now have valid and unincumbered fee simple title thereto, and that they will forever warrant and defend the same against the claims and demands of all persons whomsoever; That they will forthwith pay any liens or incumbrances now existing upon said premises superior to this mortgage.

That they will pay the said promissory note and all installments of interest thereon promptly as the same become due, according to the tenor of said note.

That so long as this mortgage shall remain in force they will pay all taxes, assessments and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanic's liens ^{or other liens} or incumbrances that might by operation of law or otherwise become a lien upon the Mortgaged premises superior to the lien of this mortgage;

That they will keep all the improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged;

That so long as this mortgage shall remain in force they will keep the buildings now erected, or any which may hereafter be erected on said premises, insured against loss or damage by fire to the extent of \$300.00 in some Company or Companies acceptable to said mortgagee and for the benefit of said mortgagee and will deliver the policies and renewals thereof to said mortgagee.

NOW THEREFORE, if the said mortgagors shall pay said promissory note, and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note or this mortgage when the same shall become due or