

## FOUTS TO THE NORTHERN BREWERY COMPANY,

THIS INDENTURE, Made this 28th day of March A.D. 1914 by and between Philetus F. Fouts and Katie Fouts, his wife of Skamania County, State of Washington, parties of the first part, and The Northern Brewery Company, a corporation party of the second part.

WITNESSETH, That, whereas, the party of the second part has loaned to the parties of the first part the full sum of Three Hundred (300.00) Dollars, which sum the said parties of the first part agree to repay on or before one year after date, and to pay interest thereon when due at the rate of six per cent, per annum from this date until paid; and also to pay all taxes and assessments which may be assessed or levied to or against the party of the second part, or assigns, on account of such loan. All according to the terms of one certain promissory note given therefor, of which the following is a copy.

\$300.00

Portland, Oregon March 28th 1914.

On or before one year after date, without grace, we promise to pay to the order of The Northern Brewery Company, at its office in the City of Portland, Oregon in Gold Coin of the United States of America, of the present standard value, with interest thereon in like Gold Coin at the rate of six per cent, per annum from date hereof until paid, for value received, Interest to be paid when due 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 in case suit or action is instituted to collect this note or any portion thereof, we promise and agree to pay in addition to the costs and disbursements, provided by statute, such additional sum in like Gold Coin, as the Court may adjudge reasonable, for attorneys fees to be allowed in said suit or action.

NOW THEREFORE, in consideration of said loan, and for the purpose of securing the payment of the said several sums of money <sup>named</sup> in said note, and the faithful performance of all the covenants herein contained, the parties of the first part do hereby grant, bargain, sell and convey unto the said party of the second part its successors and assigns forever, all of that certain real estate situate in Skamania County and State of Washington and described as follows, to-wit:

"The West half of the Southeast quarter and the East half of the Southwest quarter of Section twenty three (23) in Township three (3) North of Range nine (9) East of Willamette Meridian, containing 160 acres of land"

Together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to have and to hold unto the party of the second part, its successors and assigns forever.

But as a mortgage to secure the payment of several sums of money specified in said note before mentioned, and the performance of the covenants and conditions herein contained.

And the parties of the first part covenant that said they are the owners in fee simple of said real estate. That it is free from incumbrance except a certain prior mortgage to D. Fouts and that they will pay all of said sums of money, the principal and interest, specified in said note at the times therein designated, and all of the taxes and assessments which may be assessed or levied against the party of the second part, or assigns, on account of said note or mortgage, and all taxes and assessments which may be lawfully levied upon or against said land when the same becomes due and payable, and not later than ten days before the same becomes delinquent.

Now the payments of the said principal, interest, taxes and insurance premiums, as above provided, will render this conveyance void.

But it is expressly provided, that time and the exact performance of all the conditions hereof is the essence of this contract, and in case default be made in the payment of any of said sums of money when due and payable, as above provided, either of the principal or any installment of interest, or any portion thereof or of any of the said taxes, or in the