

THIS INDENTURE, Made this 8th day of May in the year of our Lord one thousand nine hundred and fourteen Between W.H.A.T. Wallace and Nina B. Wallace, his wife, C.G.Huntley and L.A. Huntley, his wife, parties of the first part, and John Wachter party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Fifteen hundred and no/100 (\$1500.00) 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 unto the said party of the second part, and to his heirs and assigns, the following described tracts or parcels of land, lying and being in the County of Skamania and State of Washington, and particularly bounded and described as follows, to-wit: The East half of the southwest quarter ($E\frac{1}{2}$ of $SW\frac{1}{4}$) and Lots numbered three and four (3 and 4) of section thirty-one (31) in Township Two (2) North of Range six (6) East of Willamette Meridian containing 160 acres; excepting therefrom the North half of the Northeast quarter of the southwest quarter of section thirty-one township two north of Range six east of W.M. containing 20 acres. together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Fifteen hundred and no/100 (\$1500.00) Dollars, lawful money of the United States, together with interest thereon at the rate of eight per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date May 8th 1914, made by W.H.A.T.Wallace, Nina B. Wallace C.G.Huntley and L.A.Huntley ^{payable} on or before three years after date to the order of John Wachter 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 parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the Presence of
Mrs. H.F.Newton
Fred E. McGrew

W.H.A.T. Wallace (Seal)

Nina B. Wallace (Seal)

C.G. Huntley (Seal)

L.A. Huntley (Seal)

Joe. E. Hedges) Witnesses to signatures of
Nettie M. Kruse) C.G.Huntley and L.A.Huntley

State of Oregon)
County of Clackamas) ss.

1, J.E. Hedges a Notary Public in and for the said State, do hereby