

of said county road in a northwesterly direction to where said county road intersects the north boundary line of said northwest quarter of southwest quarter section 22, township and range aforesaid, thence east along said north line to the place of beginning containing 16 acres more or less; the said land being that piece which is now fenced in and lying east of the present Eckle County Road as above mentioned. Excepting and reserving from the above a private right of way as reserved to H. Bennett and Louisa C. Bennett by deed dated October 10th 1912 and recorded in Book 0 of Deeds at page 100 records of Skamania County, Washington. Also the following personal property on the above described land; 1 cook stove, 1 iron bed with mattress, springs and blankets, 3 chairs, 1 table, 1 cross cut saw, 2 axes, 2 hand saws, 1 sledge and 3 wedges.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a Mortgage, to secure the payment of Five hundred fifty and no/100 Dollars, lawful money of the United States, together with interest thereon in like lawful money at the rate of six per cent, per annum from date until paid, according to the terms and conditions of five certain promissory notes bearing even date herewith made by Fred Kriews and Clara Kriews payable One year, two years, three years, four years and five years respectively to the order of F. Merz 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 notes, 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 executors, administrators and assigns, are hereby empowered to sell the said premises, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, to retain the whole of said principal and interest, whether the same shall be then due or not, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the parties of the first part, their heirs or assigns. And in any suit or other proceeding 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 the said party of the second part, his heirs, executors, administrators or assigns, to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit the sum of that the court shall adjudge reasonable, dollars, in lawful money, shall be taxed as part of the costs in such suit as well as ^{all} payments that the said party of the second part, his heirs, executors, administrators or 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, account of any taxes, charges, incumbrances or assessments whatsoever on said premises or any part thereof.

IN TESTIMONY 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

W.E. Miller

Fred Kriews (Seal)

P. Grimm

Clara Kriews (Seal)

State of Washington)
County of Skamania) ss.

I, W.E. Miller, a Notary Public in and for said County and State, do hereby certify, that on this 29th day of May A.D. 1914, personally appeared before me Fred Kriews and Clara Kriews, his wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as