

WILLS TO LEARNED

THIS INDENTURE MADE This 6th day of August 1914 between P.S.C.Wills, party of the first part, and Bertha Learned, party of the second part, witnesseth;

That the said party of the first part for and in consideration of the sum of Fifty-five hundred and no/100 dollars, (\$5500.00) lawful money, to him in hand paid by the said party of the second part thereceipt whereof is hereby confessed and acknowledged, does hereby grant, bargain, sell and convey unto the said party of the second part, and her heirs and assigns, the following real and personal property in Skamania County, Washington, to-wit:

Certificate numbered 35 for 249 shares of stock in the Stevenson Water and Improvement Company, a corporation, the said certificate being also indorsed and assigned to said party of second part and held by her as collateral. Also all the right title and interest of the said party of the first part in and to the property comprising the water system of the Stevenson Water and Improvement Company, a corporation. The said property consists of Franchise from Skamania County to place a pipe line on the road known as Kanaka Creek Road, easments for right of way for said pipe line from a point about 1000 feet north of Strawberry Road thence where said pipe line is now laid to and in the Town of Stevenson (excepting the pipe line laid by Edwin A. Learned upon Second Street), franchise from the Town of Stevenson, and all rights, privileges and property belonging to said Stevenson, Water and Improvement Company.

Also the following real property; Commencing at a point ten chains south and four chains west of the quarter corner on the north line of section two (2) in Township two (2) north of range seven east of W.M., thence south four chains, thence west four chains, thence north four chains, thence east four chains to the place of beginning containing 1.6 acres more or less; excepting therefrom the timber reserved by Fredrick A. Kribs in deed recorded at page 190 of Vol O records of Skamania County, Washington, and the right to remove said timber reserved in said deed. Also granting the right to lay and maintain a pipe line from said property along the best available route to the county road as granted in the above mentioned deed. Also all pipe laid, and now in use from said land to Russel Street in the Town of Stevenson and all easments of right of way for said pipe line owned by grantor from said land to the Town of Stevenson, the right to take water from the intake of the water system hereby conveyed situate upon the above described land, all the pipe lines, franchise, rights of way, tools, implements, furniture, fixtures, pipes, extra pipe, old pipe, intake and land surrounding intake, as deeded to grantor this day by the said party of the second part.

It is the intention hereby to convey and mortgage all the property described in that certain indenture of deed bearing even date herewith made and executed by the said party of the second part to the said party of the first part, comprising the water system now in operation in the Town of Stevenson, and in connection therewith, owned by the Stevenson Water and Improvement Company, and the additions and improvements thereto made by Edwin A. Learned and Bertha Learned, and these presents do convey the said property.

To Have and To Hold the same unto the said party of the second part and her heirs and assigns forever.

This Conveyance is intended as a Mortgage to secure the payment of the sum of Fifty Five Hundred and no/100 dollars (\$5500.00) and the interest thereon at the rate of eight per cent per annum, interest payable annually, according to the terms and conditions of twenty-two certain promissory notes numbered from 1 to 22 inclusive, each for the sum of two hundred fifty dollars, No. one payable three months after date and thereafter one note payable each quarter, said notes made by P.S.C.Wills payable to the order of Bertha Learned, 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 or any part of said notes, or any of them, at the time the same shall become due and payable, according to