

and voluntarily, and without fear, coercion or compulsion from any one.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial Seal)

Keith Powell
Notary Public for Oregon.

Filed for record by Leander Fredrikson on October 22, 1914 at 10:30 A.M.

H. Swisher

Co. Auditor.

FOUTS TO FOUTS

THIS INDENTURE, WITNESSETH, That Philetus F. Fouts and Katie Fouts, his wife, for and in consideration of the sum of Three thousand Eight Hundred Sixty One (\$3861.00) Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto Minnie M. Fouts the following described premises situated in Skamania County, Wash. to-wit: The west half of the southeast quarter and the East half of the southwest quarter of section twenty three (23) township three (3) north of range nine (9) East of Willamette Meridian. Also lots numbered one (1) two (2) three (3) and four (4) in Block numbered five (5) of the townsite of Cooks, Washington, according to the duly recorded plat thereof. Also The southeast quarter of the Northwest quarter of Section Twenty-three (23) in township three (3) North of range Nine (9) East of the Willamette Meridian containing 40 acres. Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. TO HAVE AND TO HOLD THE SAME, Unto the said Minnie M. Fouts her heirs and assigns forever. This Conveyance is intended as a Mortgage to secure a certain instrument of writing of which the following is substantially a copy, to-wit:

\$3,861.00

Oregon City, Oregon, October 1, 1914

On or before five years after date, without grace, we or either of us promise to pay to the order of Minnie M. Fouts at the office of U'Ren & Schuebel, Oregon City, Oregon, Three thousand eight hundred & Sixty one (\$3861.00) Dollars in Gold Coin of the United States of America with interest thereon in like Gold Coin at the rate of 7 per cent per annum from date until paid, interest payable annually for value received; and in case suit or action is instituted to collect this note or any portion thereof, we or either of us promise and agree to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit or action. with privilege of paying this note in installments of \$500 or any multiple thereof at any interest period.

(Signed) Philetus F. Fouts

" Katie Fouts

Said Mortgagor for themselves and for their heirs and assigns covenant to and with the Mortgagee, heirs and assigns that they are the owner in fee simple of said premises, that said premises are free from all incumbrance and that he will warrant and defend the same from all lawful claims of all persons.

The said Mortgagor covenants and agrees to commit no waste on said premises and to pay all taxes and assessments thereon and upon this mortgage, and to keep the buildings thereon insured at own expense in favor of Mortgagee for not less than One Thousand Dollars, against loss by fire, and failure to pay said taxes and assessments and insurance shall