

and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Joseph Gregorius  
Justice of the Peace in said  
County.

Filed for record by George W. Richards on Feb. 23, 1915 at 9:30 A.M.

*Robert H. Miller*  
County Auditor.

*Satisfied*  
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LIVELY TO BAKER.

THIS INDENTURE WITNESSETH, That Harry L. Lively and Vida E. Lively, his wife, parties of the first part for and in consideration of the sum of Thirteen Hundred Thirty Five Dollars, to in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed and by these presents do bargain, sell and convey unto Herbert L. Baker, party of the second part, the following described premises, to-wit:

The fractional, North Half (N $\frac{1}{2}$ ) of the North East Quarter (NE $\frac{1}{4}$ ) and the South East Quarter (SE $\frac{1}{4}$ ) of the North East Quarter (NE $\frac{1}{4}$ ) of Section Twenty Six (26) in Township Two (2) North of Range Five (5) East of the Willamette containing One hundred twenty 53/100 acres, (120 53/100) acres more or less according to the United States survey, and being lying and situate in the County of Skamania, State of Washington, U.S.A. Together with tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining. To have and to hold the same with the appurtenances, unto the said Herbert L. Baker his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of Thirteen Hundred Thirty Five Dollars, in accordance with the tenor of a certain instrument of writing of which the following to-wit:

\$1335.00

Portland, Ore. February Ninth, 1915.

Five years after date, without grace I promise to pay to the order of Herbert L. Baker at Vancouver Washington Thirteen Hundred and Thirty Five ---Dollars, 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 7 per cent. per annum from date until paid, for value received. Interest to be paid annually and if not so paid the whole sum of both Principal and Interest to become immediately due and collectible, 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, I 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 attorney's fees to be allowed in said suit or action.

Signed

Harry L. Lively

No-----

Vida E. Lively

Now, if the sums of money due upon said instrument shall be paid according to agreement therein expressed, this conveyance shall be void, but in case default shall be made in payment of the principal or interest, as above provided, then the said Herbert L. Baker and his legal representatives may sell the premises above described, 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 retain the said principal and interest together with the costs and charges of making such sale, and a reasonable sum as attorney's fees,