

THIS INDENTURE, Made this 16th day of March 1915, in the year of our Lord One Thousand. BETWEEN Sam Samson and Flora Samson, husband and wife, parties of the first part and H.F. Marshall, the party of the second part; WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Thousand and n0/100 Dollars, 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 confirm unto the said party of the second part; and to his heirs and assigns, the following described tract, lot or parcel of land, situate lying and being in the County of Skamania State of Washington, and particularly bounded and described as follows, to-wit:

East half of south west quarter and the west half of the south east quarter of Section three (3) township three (3) North of Range nine (9) E.W.M. containing one hundred sixty acres. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted premises, unto the said party of the second part and to his heirs and assigns forever. And the said parties of the first part, for themselves and for their heirs, executors and administrators, do by these presents covenant that they the owner in fee simple absolute of all and singular the above granted and described premises and appurtenances; that they have good and lawful right to sell and convey the same

THIS CONVEYANCE is a MORTGAGE to secure the payment of One thousand and n0/100 Dollars together with interest thereon at the rate of ten per cent per annum from date until paid, according to the terms and conditions of one certain promissory note bearing even date herewith made by Sam Samson and Flora Samson, husband and wife payable March 16, 1916. to the order of H.F. Marshall and these presents shall be void if such payment be made according to the terms and conditions thereof. And in case default be made in the performance of any of the covenants herein contained or in the payment of either the principal or interest of said note, or any part of either principal or interest, according to the terms of said note, or upon the refusal of the mortgagor, or their heirs, executors, administrators, or assigns, to repay upon demand any charges made against the above described premises, or any part thereof, on account of taxes, insurance or other lawful assessments ~~immediately~~ hereof the holder and the note secured hereby may immediately declare the whole of said principal sum, interest, taxes, insurance, charges and other assessments immediately due, and may thereafter in any manner provided by law, foreclose this mortgage, for the whole amount then due on account of principal, interest, taxes, insurance, charges or other lawful assessments. And in any suit or other proceedings that may be had for the recovery of said principal sums and interest on either said note of 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, (in addition to the costs provided by law) counsel fees and charges of attorneys and counsel employed in such foreclosure suit the sum of One hundred Dollars as well as all payments that the said parties of the second part their heirs, executors, administrators or assigns may be obliged to make for them or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

It is hereby expressly stipulated and agreed between the parties hereto, their heirs, executors, administrators or assigns, that in case of the foreclosure of this mortgage that the party of the second part, his heirs, executors, administrators, or assigns, shall be entitled to have entered in such foreclosure suit ~~xxxxxxx~~ 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