

that they executed the same freely and voluntarily.

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

(Notarial Seal)

Lambert Donbar
Notary Public in and for Oregon
My Commission expires March 24, 1915.

Filed for record by Anna H. Park on August 2, 1913 at 8:30 A.M.

H. Swisher,
Co. Auditor.

HOWELL TO UNDERWOOD

THIS INDENTURE, Made this 6th day of August in the year of our Lord one thousand nine hundred and thirteen BETWEEN Cornelia Howell, formerly Cornelia Stuart, party of the first part and Amos Underwood, of Underwood, Skamania County, Washington, party of the second part;

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Two Thousand Dollars, lawful money of the United States, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents Grant, Bargain, Sell, Convey and Warrant unto the said party of the second part, and to his heirs and assigns, the following described tract or parcel of land, lying and being in the County of Skamania and State of Washington, and more particularly bounded and described as follows, to-wit:

The East half ($\frac{1}{2}$) of the Northwest ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Twenty-one (21) Township Three (3) North, of Range Ten (10) East of the Willamette Meridian, subject to mortgage for \$2000. heretofore given on said property to A. J. Haynes. together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Two Thousand Dollars lawful money of the United States, together with interest thereon at the rate of 8 per cent per annum from date until paid, according to the terms and conditions of one certain promissory note bearing date November 1, 1911, made by L. J. Stuart and Cornelia Stuart, payable two years after date to the order of Amos Underwood, 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 note, 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 heirs, executors, administrators or assigns may immediately thereafter, in the manner provided by law, foreclose this mortgage for the whole amount due upon said principal and interest, with all the other sums hereby secured.

In any suit or other proceedings which may be had for the recovery of the amount due, on either said note or this mortgage, said party of the second part, his heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum of \$100. as Attorney's fees to be taxed as part of the costs in such suit, as well as all payments which said party of the second part his heirs, executors, administrators and 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.

In case of the foreclosure of this mortgage, the party of the second part his heirs, executors, administrators or assigns shall be entitled to have entered in such foreclosure