

Filed for record by J.M. Boyd, on July 7, 1915, at 9 A.M.

*Chas. H. Nelson*

County Auditor.

GOVERNMENT MINERAL SPRINGS HOTEL CO. TO ANDERSON.

THIS INDENTURE, Made this 30th day of June 1915, between Government Mineral Springs Hotel Company, a corporation the party of the first part, and Edward Anderson, of Carson Washington, the party of the second part, WITNESSETH, That the said party of the first part, for and in consideration of the sum of Seven thousand one hundred eighty eight & 68/100 Dollars, lawful money of the United States to it 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 confirm 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 particularly bounded and described as follows, to-wit: Any and all interest the Government Mineral Springs Hotel Company may have by reason of a lease from the United States Government on ten acres of land at Trapper Creek Soda Springs in Township five (5) North, Range seven (7) East of Willamette Meridian (said land being unsurveyed), and any and all buildings and structures now on said tract of land, including a hotel, bottling works, and other buildings. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging. THIS CONVEY- AND E IS intended as a MORTGAGE, to secure the payment of seven thousand one hundred eighty eight & 68/100 Dollars, lawful money of the United States, together with interest thereon in like lawful money at the rate of six per cent per annum from date until paid. This mortgage is to be paid on or before two years after date to the order of Edward Anderson 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 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 executors, administrators and assigns, are hereby empowered to sell the said premises, 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 whole of said principal and interest, whether the same shall be then due or not, together with the costs and charges of making such sale and the overplus if any there be, shall be paid ~~xxxx~~ by the party making such sale, on demand, to the said party of the first part, or its assigns. And in any suit or other proceedings that may be had for the recovery of said principal sum and interest on 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 a reasonable sum as the court may adjudge in lawful money, for attorney's fees in such case; or in case of settlement or payment being made after suit has been commenced, and before the final decree has been entered therein, a reasonable attorney's fee as the Court may adjudge in lawful money shall be taxed as part of the costs in such suit as well as all payments that the said party of the second part, his heirs, executors, administrators or assigns, may be obliged to make for insurance or their security by insurance or on account of any taxes, liens, charges, incumbrances or assessments whatsoever on the said premises or any part thereof. This is intended as a second mortgage subject