

Nine Hundred and sixteen Between George W. Collins, and Harriet E. Collins, husband and wife parties of the first part, and D.G. Jackson and Ella P. Jackson, as Partners doing business under the firm name of D.G. Jackson Company parties of the second part, WITNESSETH, That the parties of the first part, for and in consideration of the sum of Nine Hundred and no/100 Dollars, United States Gold Coin, the receipt whereof is hereby acknowledged, have bargained and sold, and do hereby convey unto the parties of the second part, the following described real property, situated in the County of Skamania and State of Washington to-wit: The west half of the southeast quarter (W.½ of S.E.¼) of Section Seventeen (17) in Township three (3) North, Range ten (10) East of Willamette Meridian, containing 80 acres more or less according to the U.S. Government surveys.

TO HAVE AND TO HOLD, the said premises and appurtenances to the parties of the second part their heirs and assigns forever. And the parties of the first part, covenants that they are the owner in fee simple of said premises, and will Warrant and Defend them against the lawful claims of all persons.

NEVERTHELESS this conveyance is intended to be a Mortgage upon the premises described, to secure the payment of one certain promissory note of which the following is a substantially copy, to-wit:

\$900.00

Hood River, Oregon, Jan. 8th, 1916.

On or before three years after date, without grace, I, we or either of us promise to pay to the order of D.G. Jackson and Ella P. Jackson, partners, doing business under the firm name of D.G. Jackson Company at the office of the Butler Banking Company Hood River Oregon Nine Hundred and no/100 Dollars, in Gold Coin of United States of America, of the present standard value with interest thereon in like Gold Coin at the rate of 8 per cent per annum from date until paid, for value received. Interest to be paid semi 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 we or either of us 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. Payments in any amount may be made on this note at any time.

U.S.R. Stamps 18 cents attached to original note and duly cancelled.

George W. Collins.
Harriet E. Collins.

And the payment of said note shall render void this conveyance; but in case default is made in the payment of the principal or interest in said note expressed, when either principal or interest shall become due, then the whole sum, both the principal and interest accrued at the time default is made, shall become due and payable, and the parties of the second part may foreclose this Mortgage at any time thereafter. And the parties of the first part covenant to pay the sum and interest named in said note. And it is further expressly agreed between the parties to this Mortgage that if the parties of the second part, are compelled to foreclose this Mortgage by reason of the non-payment of said note or any portion thereof, then in addition to the sum found due at the time of such foreclosure they shall be entitled to recover such sum as the Court may adjudge reasonable as attorney's fees in said suit or action in addition to costs and disbursements allowed by the Code of Civil Procedure, and the Court making the decree of foreclosure is authorized to include in such decree the sum aforesaid, upon demand of plaintiff in such foreclosure suit.

Satisfied

BK N

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