

quarter of Section Twenty one, Township Three North, Range Eight East, Willamette Meridian, excepting Two acres described as following; beginning at the Northwest corner of the Southwest quarter of the Southwest quarter of Section twenty one, Township and Range above mentioned, running thence East Forty rods, thence south eight rods, thence west forty rods, thence north eight rods to point of beginning.

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 Wm. Thurston Senior his heirs and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of Four hundred (\$400.00) Dollars in accordance with the tenor of one certain instrument of writing, of which the following is attached to-wit:

*I hereby cancel this Mortgage this day of Oct 19 1916 as the same having been fully paid and discharged by the mortgagor. M. L. Thompson, County Auditor*

Carson, Wash. April 3 1916

Years after date, without grace, we promise to pay to the order of Wm. Thurston Senior at Carson Wash. Four hundred Dollars (Fifty dollars or more may be paid on principal at any time) 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 8 per cent. per annum from April 3 1916 until paid, for value received. Interest to be paid annually and when 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, we 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.

*87 Rev. Stamp attached and cancelled.*

Carl B. Smith.  
Mrs. Hattie E. Smith.

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 Wm. Thurston Senior 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 and the overplus, if any there be, paid over to the said Parties of the first part their heirs or assigns, and the said parties of the first part, for their heirs, executors and administrators do covenant and agree to pay said party of the second part his executors, administrators or assigns the said sum of money as above mentioned.

WITNESS our hand and seal this 3 day of April 1916 A.D., 19.....

Done in the presence of  
C. F. Wetherell.  
M. L. Thompson.

Carl B. Smith (SEAL)  
Mrs. Hattie E. Smith (SEAL)

State of Washington }  
County of Skamania } SS

BE IT REMEMBERED, That on this 3 day of April A.D., 1916 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Carl B. Smith and Hattie E. Smith his wife who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

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

(NOTARIAL SEAL) Com. expires Mar. 8, 1919 M. L. Thompson.