

WITNESS my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)

Com. Expires Sept. 19, 1919.

E. Swisher.
Notary Public, Residing at Stevenson,
Washington.

Filed for record by John Wachter, on May 27th, 1916, at 9 A.M.

Chas. H. Nelson

County Auditor.

SPENCER TO MCENENY.

THIS INDENTURE, Made this 5th day of May in the year of our Lord one thousand nine hundred and sixteen (1916) BETWEEN Clara E. Spencer and Charles B. Spencer her husband parties of the first part, and Thomas McEneny party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Three Hundred and Fifty, (\$350.00) Dollars, lawful money of the United States, to Them 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 particularly ^{bounded and} described as follows, to-wit: Lot seven (7) of Oregon Lumber Company's Subdivision of part of Section 14, in Township three North of Range Nine East of Willamette Meridian, This Conveyance is intended as a Mortgage to secure the payment of the sum of three hundred, (\$350) with Interest thereon at the rate of Six per cent per annum according to the tenor of a certain promissory Note, bearing even date herewith- together with all and singular the tenements, hereditaments and appurtenances thereunto belonging. THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of one note of (\$350) Dollars lawful money of the United States, together with interest thereon at the rate of six per cent per annum from date until paid, according to the terms and conditions of one certain promissory note bearing date May 5th, 1916, made by Clara E. Spencer & Charles B. Spencer payable on or before two years from the date hereof after date to the order of Thomas McEneny 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 proceeding 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 \$50.00 as attorney's fees, to be taxed as part of the costs in such suit ~~xxxxxxx~~ 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