

THIS INDENTURE, Made this 10th day of July, in the year of our Lord one thousand nine hundred and sixteen BETWEEN Benjamin F. Beals party of the first part, and D.G. Jackson Co. a corporation party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Two Hundred twenty five and no/100 (\$225.00) Dollars, lawful money of the United States, to us in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell, Convey and Warrant unto the said party of the second part, and to its 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:

The North half of the North Half of the Northeast quarter of the Southwest quarter of Section twenty (20) Township three (3) North of Range Ten (10) East of the Willamette Meridian, containing ten acres more or less.

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 Hundred Twenty five and no/100 (\$225.00) 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 after date 1916, made by Benjamin F. Beals payable on or before one year after date to the order of D.G. Jackson Co., a corporation 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, its 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, its heirs, executors, administrators or assigns shall have the right to have included in the judgment <sup>the sum of \$</sup> which may be recovered, that ~~the sum of \$~~ may be adjudged reasonable 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, its heirs, executors, administrators and assigns may be obliged to make

for its or their security by insurance of 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, its heirs, executors, administrators or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby, including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof, and to the costs of such foreclosure suit.

IN WITNESS WHEREOF, the said party of the first part have hereunto set his hands and seals the day and year first above written. Benjamin F. Beals. (Seal)

Signed, sealed and delivered in the presence of  
R.M. Wright.

Satisfied  
BX N  
Pg 372