

County Auditor, and

3. That certain lease dated March 1st, 1916, made by Helen L. Wendorf to Henry Perry now of record in Book 2 of Leases and Agreements at page 369 in the office of said County Auditor, which lease expires March 1st, 1917.

2. A tract of land beginning at a point 56 rods west of the southeast corner of the northeast quarter (NE $\frac{1}{4}$) of Section sixteen (16) in Township three (3) North Range ten (10) East of the Willamette Meridian, thence run North 40 rods; thence west 24 rods; thence south 40 rods and thence east 24 rods to the point of beginning, containing 6 acres, more or less, together with an undivided one half interest in and to the water, water rights and rights of way now owned by said parties of the first part and more particularly described in that certain instrument dated December 27th, 1909, made by W.A. and Helen L. Wendorf, and now of record in Book F of Miscellaneous at page 61, in the office of the County Auditor, of and for said Skamania^{County}, SUBJECT, HOWEVER to the following:

1. That certain pipe line right of way granted to J.L. Wendorf by that certain instrument dated December 27th, 1909, made by W.A. and Helen L. Wendorf to J.L. Wendorf and now of record in Book F of Miscellaneous, at page 61, in the office of said County Auditor, and

2. That certain lease dated March 1st, 1916, made by Helen L. Wendorf to Henry Perry now of record in Book 2 of Leases and Agreements at page 369 in the office of the said County Auditor, which lease expires on March 1st, 1917; together with all and singular the tenements, hereditaments and appurtenances, including all buildings and improvements thereon or that may be erected thereon, together with all and singular the tenements, hereditaments and appurtenances, water and water rights, pipes, flumes and ditches thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; for the purpose of securing

First: Performance of the promises and obligations of this mortgage and payment of the indebtedness evidenced by one promissory note (and any renewal or extension thereof) in words and figures as follows:

\$2250.00

Long Beach California, October 13th, 1916.

On or before five years, after date for value received, we, jointly & severally promise to pay to Helen L. Wendorf, or order, at The Butler Banking Company, Hood River, Oregon, the sum of Twenty two hundred fifty #Dollars, with interest from date until paid, at the rate of Seven per cent per annum, payable monthly should the interest not be so paid, it shall become part of the principal and thereafter bear like interest as the principal. Should default be made in the payment of any installment of interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in gold coin of the United States. This note is secured by a mortgage upon real property.

The makers hereby reserve the right to pay \$50.00 or more at any interest paying date.

Jessie B. Sturgeon.

Roxie Sturgeon.

Second: Payment of attorney's fees in a reasonable sum to be fixed by the court in any action brought to foreclose this mortgage, whether suit progress to judgment or not; also payment of all costs and expenses of such suit, and such sums as said mortgagee may pay to searching the title to the mortgaged property subsequent to the date of record of this mortgage or for surveying said property, all of which sums, including said attorney's fees, the mortgagors agree to pay, and the same are hereby declared a lien upon said property and are secured hereby.

Third: Payment of all sums expended or advanced by the mortgagee for taxes, ass-