

its heirs and assigns the following described tract, lot, or parcel of land, situate lying and being in the County of SKAMANIA State of Washington, and particularly bounded and described as follows, to wit: NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 20 Tp. 3 North of Range 10 E.W.M. containing ten acres more or less, more particularly described as follows: commencing at the center of the SW $\frac{1}{4}$  of ~~the~~ Sec. 20, Twp. 3, N of Range 10 E.W.M. thence East 40 rods, thence south 40 rods, thence West 40 rods, thence North 40 rods to the point of beginning.

Together with all and singular the tenements, hereditaments and appurtenances there unto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted premises, unto the said party of the second part and to its heirs and assigns forever. And the said party of the first part, for him and for his heirs, executors and administrators, do by these presents covenant that he is the owner in fee simple absolute of all and singular the above granted and described premises and appurtenances; that he has good and lawful right to sell and convey the same.

THIS CONVEYANCE is a MORTGAGE to secure the payment of Two Hundred Twenty Five Dollars and no/100 together with interest thereon at the rate of eight per cent per annum from date until paid, according to the terms and conditions of one certain

promissory note bearing <sup>even</sup> date and made by Benjamin F. Beals payable at the Butler Banking Co. of Hood River, Ore. to the order of D.G. Jackson Co. and these presents shall be void if such payment be made according to the terms and conditions of thereof.

And in case default be made in the performance of any of the covenants herein contained or in the payment of either the principal or interest of said note, or any part of either principal or interest, according to the terms of said note, or upon the refusal of the Mortgagor his heirs, executors, administrators or assigns, to repay upon demand any charges made and against the above described premises, or any part thereof on account of taxes, insurance or other lawful assessments, the holder hereof and the note secured hereby may immediately declare the whole of said principal sum, interest, taxes insurance, charges and other assessments immediately due, and may thereafter in any manner provided by law, foreclose this mortgage, for the whole amount then due on account of principal, interest, taxes, insurance, charges or other lawful assessments.

And in any suit or other proceedings that may be had for the recovery of said principal sums and interest on either said note or this mortgage, it shall and may be lawful for the said party of the second part its heirs executors, administrators, or assigns to include in the judgment that may be recovered, ( in addition to the costs provided) by law counsel fees and charges of attorneys and counsel employed in such foreclosure suit the sum of Fifty and no/100 Dollars, as well as all payments that the said party of the second part its heirs, executors, administrators or assigns may be obliged to make for them or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

It is hereby expressly stipulated and agreed between the parties hereto, their heirs, executors, administrators or assigns, that in case of the foreclosure of this mortgage, that 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

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