

This Indenture made this 3rd day of May 1912 between J.R.King an unmarried man, party of the first part, and The Clackamas Abstract & Trust Co. as trustee, party of the second part Witnesseth:

That the party of the first part for and in consideration of the sum of two hundred dollars the receipt whereof is here by acknowledged, has bargained and sold and by these presents does hereby convey unto the said party of the second part the following described real property situated in the County of Skamania State of Washington to-wit:

West half of the Northeast quarter of section 24 and the south half of southeast quarter of section 13, Township 3 North of Range 9 East of Willamette Meridian containing 160 acres. To have and to hold the said premises with the appurtenances unto the said party of the second part its successors and assigns forever and the said party of the first part covenants that he is the owner of said premises and represent that the same are free from all incumbrances and will warrant and defend the same against the lawful claims of all persons, excepting \$300.00 and interest due on \$800.00 mortgage dated Mar 11th 1910. Nevertheless this conveyance is intended as a mortgage upon the premises described to secure the payment of a certain promissory note of which the following is substantial a copy to-wit:

\$200.00

Oregon City Mar 3rd 1912

One year after date I promise to pay to the order of The Clackamas Abstract & Trust Co. as trustee two hundred dollars in gold coin of the United States with interest thereon in like gold coin at the rate of 10 per cent per annum from date until paid payable at maturity for value received and in case suit or action is instituted to collect this note or any portion thereof further promise to pay such additional sum as the court may adjudge reasonable as attorneys fees in said suit or action

J.R.King

And the payment of said note shall render void this conveyance, but in case default shall be made in the payment of the principal or interest as in said note expressed when either said principal or interest shall be due and payable then the whole sum both principal and interest accrued at the time default is made shall immediately become due and payable and the party of the second part may foreclose this mortgage at any time thereafter. And the party of the first part covenants to pay the sum and interest named in said note. And it is further expressly agreed between the parties to this mortgage that if the party of the second part is compelled to foreclose this mortgage by reason of non payment of said note or any portion thereof, then in addition to the sum found due at the time of foreclosure it shall be entitled to recover such sum as the court may adjudge reasonable as attorneys fees in said suit or action in addition to costs and disbursements allowed by the code of civil procedure, and the court making the decree of foreclosure is authorized to include in such decree the sum aforesaid upon demand of the plaintiff in such foreclosure suit.

In Witness Whereof he the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

M.D.Latourette

J.R.King (Seal)

J.M.Charman

State of Oregon

County of Clackamas, ss. This certifies that on this 3rd day of May 1912 before me the undersigned a notary Public in and for said county and State personally appeared the within named J.R.King an unmarried man who is known to me to be the identical person described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned. In Witness Whereof I have hereunto set my hand and notarial seal the day and year above written.

M.D.Latourette

(Notarial Seal)

Notary Public for Oregon

Filed for record by M.D.Latourette on May 4th 1912 at 1.15 P.M.

A.Fleischhauer, Co. Auditor