

COWLITZ BRIDGE CO. TO KELSO STATE BANK.

THIS INDENTURE WITNESSETH. That Cowlitz Bridge Company, a corporation, of Kelso Washington, party of the first part, for and in consideration of the sum of Two Thousand and no/100 Dollars to it in hand paid, the receipt whereof is hereby acknowledged has bargained, sold and conveyed and by these presents does bargain, sell and convey unto Kelso State Bank, of Kelso, Washington, party of the second part, the following described premises to-wit:

All of its undivided one half interest in that certain fish wheel now erected and being on the southerly shore of that certain island in the Columbia River on lands owned by The Diamond L. Lumber Company, a corporation, being known as Pierce Island, also all its right, title and interest in and to Lots one (1) and Two (2) Section thirty six township two north of Range six east of the W.M., together with all its right, title and interest in and to that certain right of way to and from said fish wheel as per that certain lease dated the 8th day of August, 1913, between said The Diamond L. Lumber Company, and Erick Enquist, which lease was on Sept. 2nd, 1913, assigned to J.H. Gallagher and thereafter assigned to this corporation.

Together with tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the same, with the appurtenances, unto the said Kelso State Bank, its successors and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of Two Thousand and no/100 Dollars in accordance with the tenor of a certain instrument of writing, of which the following is substantially a copy, to-wit:

\$2000.00

Portland, Oregon October 1915.

One year after date, without grace, I promise to pay to the order of Kelso State Bank, at Kelso, Washington Two Thousand and no/100 Dollars in U.S. Gold Coin, with interest thereon in like Gold Coin, at the rate of eight per cent. per annum from date until paid, for value received. Interest to be paid annually and if not so paid the whole sum of both Principal and Interest to become immediately due and collectable, at the option of the holder of this Note. And I do hereby relinquish and waive all right to the benefit of all homestead and exemption laws in force in this State, exempting real or personal property from levy or forced sale on any judgment execution attachment or other legal process in the collection of this note. And in case suit or action is instituted to collect this Note or any portion thereof, I promise and agree to pay such additional sum as the Court may adjudge reasonable for attorneys fees in said suit or action.

Cowlitz Bridge Company.

By J.H. Gallagher, President.

(40¢ Rev. Stamps attached & cancelled on orig note.) Cowlitz Bridge Company.

By A.E. Johnson, Secretary.

Now, if the sums of money due upon said instrument shall be paid according to agreement therein expressed, this conveyance shall be void, but in case default shall be made in payment of the principal or interest, as above provided, then the said Kelso State Bank and its legal representatives may sell the premises above described, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale retain the said principal and interest, together with the costs and charges of making such sale, and a reasonable sum as Attorney's fees and the overplus if any there be, paid over to the said Cowlitz Bridge Company, its successors or assigns, and the said party of the first part, for its successors and assigns does covenant and agree to pay the said party of the second part, its successors or assigns the said sum of money as above mentioned.

IN WITNESS WHEREOF, Cowlitz Bridge Company has caused these presents to be executed

Attested
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