

allowed in said suit or action. Each of said notes is signed by Edward T. Bracken and Emma K. Bracken.

34 ¢ in U. S. Int. Rev. stamps are placed on the above notes and cancelled.

Now, Therefore, in consideration of said loan, and for the purpose of securing the payment of the said several sums of money named in said note, and the faithful performance of all the covenants herein contained, the parties of the first part do hereby GRANT, BARGAIN, SELL AND CONVEY unto the said parties of the second part their heirs and assigns forever, all of that certain real estate situate in Skamania County and State of Washington, and described as follows to-wit:

Beginning at a point (30) Thirty feet East and (101) One Hundred and One rods and (13½) Thirteen and one half feet North of the Southwest corner of the Northwest quarter of the Southwest quarter of Section (21) Twenty-one, Township (3) Three North Range (8) Eight, East of Willamette Meridian, running thence East (58) Fifty-eight rods (13 2/3) Thirteen and two thirds feet, thence North (20) Twenty rods (12½) Twelve and One half feet thence West (58) Fifty-eight rods, (13 2/3) Thirteen and Two thirds feet, thence South (20) Twenty rods (12½) Twelve and One half feet to point of beginning, being the tract of land containing (7½) Seven and One half acres more or less according to government survey.

Also, Beginning at a point (30) Thirty feet East and (101) One Hundred and One rods and (13½) feet North of the S. W. Corner of the N. W. ¼, of the S. W. ¼, of Section 21, in T. 3 N. of R. (8) Eight E. W. M. thence running West (30) Thirty feet, thence North Twenty (20) rods and (12½) Twelve and one-half feet, thence East (30) Thirty feet, thence South to the point of beginning, containing about ¼) one-fourth of an acre, more or less.

Together with the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, to have and to hold unto the parties of the second part, their heirs and assigns forever.

But as a mortgage to secure the payment of several sums of money specified in said note before mentioned, and the performance of the covenants and conditions herein contained.

And the parties of the first part covenant that said Edward T. Bracken and Emma Bracken, are the owners in fee simple of said real estate. That it is free from incommbrance, and that they will pay all of said sums of money, the principal and interest, specified in said notes at the times therein designated, and all of the taxes and assessments which may be assessed or levied against the parties of the second part, or assigns, on account of said note or mortgage, and all taxes and assessments which may be lawfully levied upon or against said land when the same becomes due and payable, and not later than ten days before the same becomes delinquent.

And that he will keep the buildings erected and to be erected upon the lands above described insured against loss by fire in the sum ofDollars, in a company or companies to be designated by the mortgagee, the policy or policies to be delivered and the loss, if any, made payable to such mortgagee; and

And it is expressly agreed and provided by and between the parties hereto, that if said mortgagor shall fail or neglect to insure said buildings, or shall ~~fail or neglect to insure the buildings, or shall~~ fail or neglect to pay said taxes and assessments as above provided, the mortgagee may effect such insurance and

Satisfied
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