

SECOND PART, THEIR HEIRS AND ASSIGNS FOREVER, ALL THE FOLLOWING DESCRIBED REAL PROPERTY, SITUATE IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

"BEGINNING AT THE NORTHEAST CORNER OF THE H. SHEPARD D.L.C. SAID POINT BEING SITUATED 15.75 CHAINS EAST AND 20.98 CHAINS NORTH OF THE QUARTER CORNER OF SECTIONS ONE AND THIRTY-SIX, TOWNSHIP TWO NORTH OF RANGE SEVEN, EAST OF THE WILLAMETTE MERIDIAN, THENCE SOUTH 19.72 CHAINS, THENCE SOUTH 65 DEGREES 30 MINUTES WEST 8.95 CHAINS, THENCE WEST 9.205 CHAINS, THENCE NORTH 17 DEGREES 07 MINUTES WEST 24.52 CHAINS, THENCE EAST TO THE PLACE OF BEGINNING.

ALSO COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION THIRTY-SIX, TOWNSHIP THREE, NORTH OF RANGE SEVEN AND ONE HALF EAST OF THE WILLAMETTE MERIDIAN, RUNNING THENCE WEST TO THE INTERSECTION WITH THE EAST LINE OF THE H. SHEPARD D.L.C., THENCE SOUTH ALONG SAID EAST LINE TO THE PRESENT COUNTY ROAD; THENCE IN A NORTHEAST DIRECTION ALONG SAID COUNTY ROAD TO A POINT DIRECTLY SOUTH FROM THE POINT OF BEGINNING, THENCE NORTH TO THE POINT OF BEGINNING.

ALSO, COMMENCING AT THE SOUTHWEST CORNER OF THE TRACT OF LAND CONTAINED IN THE TWO DESCRIPTIONS ABOVE, THENCE SOUTH 17 DEGREES 07 MINUTES EAST TO THE MEANDER THENCE FOLLOWING THE MEANDER LINE OF THE COLUMBIA RIVER LINE OF THE COLUMBIA RIVER IN A NORTHEASTERLY DIRECTION TO AN INTERSECTION WITH THE SOUTH LINE OF THE TRACT OF LAND CONTAINED IN THE SAID TWO DESCRIPTIONS ABOVE, THENCE WESTERLY ALONG THE SAID SOUTH LINE OF SAID TRACT TO THE PLACE OF BEGINNING.

EXCEPTING FROM THE ABOVE PREMISES THOSE TRACTS OF LAND DEEDED TO HENRY HICKEY AND J. H. ZEVELY, AND EXCEPTING THE RIGHT OF WAY OF THE S. P. & S. RY. CO. AND PUBLIC ROADS, SKAMANIA COUNTY, WASHINGTON.

THIS MORTGAGE IS SUBJECT TO A MORTGAGE GIVEN IN FAVOR OF THE FEDERAL LAND BANK FOR \$1100.00.

TOGETHER WITH THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING; AND ALSO THE ESTATE, RIGHT, TITLE AND INTEREST OF THE SAID PARTIES OF THE FIRST PART, OF, IN AND TO THE SAME. TO HAVE AND TO HOLD THE HEREINBEFORE GRANTED, BARGAINED AND DESCRIBED PREMISES, WITH THE APPURTENANCES, UNTO THE SAID PARTY OF THE SECOND PART THEIR HEIRS AND ASSIGNS FOREVER.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF ONE THOUSAND SEVEN HUNDRED & NO/100 DOLLARS, IN ACCORDANCE WITH THE TENOR OF A CERTAIN PROMISSORY NOTE OF WHICH THE FOLLOWING IS A SUBSTANTIAL COPY TO-WIT: \$1,700.00

MEDFORD, OREGON, SEPT. 15, 1922

DECEMBER 1, 1924 AFTER DATE I PROMISE TO PAY TO THE ORDER OF THE JACKSON COUNTY BANK, AT THE OFFICE OF THE JACKSON COUNTY BANK, IN MEDFORD, OREGON, THE SUM OF ONE THOUSAND SEVEN HUNDRED & NO/100 DOLLARS IN GOLD COIN OF THE UNITED STATES OF AMERICA, WITH INTEREST THEREON IN LIKE GOLD COIN AT THE RATE OF 6 PER CENT PER ANNUM FROM DATE UNTIL PAID, INTEREST PAYABLE DECEMBER 1, 1922, AND ANNUALLY THEREAFTER; FOR VALUE RECEIVED; AND IN CASE OF SUIT OR ACTION IS BROUGHT TO COLLECT THIS NOTE OR ANY PORTION THEREOF, I PROMISE TO PAY SUCH ADDITIONAL SUM AS THE COURT MAY ADJUDGE REASONABLE AS ATTORNEY'S FEES IN SAID SUIT OR ACTION.

(SIGNED) H. B. SMITH

(SIGNED) IDA SMITH

NOW THEREFORE, IF THE SAID PROMISSORY NOTE, PRINCIPAL, INTEREST AND ATTORNEY'S FEES SHALL BE PAID WHEN THE SAME SHALL BECOME DUE, ACCORDING TO THE TERMS