

LINE OF THE BRIDGE OVER THE WASHOUGAL RIVER; THENCE FOLLOWING THE CENTER LINE OF THE HIGHWAY NORTH 8° 31' EAST 137.8 FEET TO A POINT IN THE ROAD INTERSECTION; THENCE FOLLOWING THE CENTER LINE OF THE COUNTY ROAD NORTH 48° 05' EAST 389.2 FEET TO AN IRON PIPE AT THE INTERSECTION OF A 30 FOOT ROAD; THENCE FOLLOWING THE CENTER LINE OF A SAID 30 FOOT ROAD SOUTH 66° 24' EAST 132.1 FEET TO A POINT; THENCE SOUTH 40° 41' EAST 171.7 FEET TO A POINT; THENCE SOUTH 5° 17' EAST 200.2 FEET TO A POINT; THENCE SOUTH 34° 42' EAST 216.4 FEET TO THE PLACE OF BEGINNING, CONTAINING 5.15 ACRES, SKAMANIA COUNTY, WASHINGTON, WHICH TRACT ABOVE DESCRIBED INCLUDES A CERTAIN TRACT OF LAND HERETOFORE CONVEYED TO SAID ANGUS P. HANLEY BY DEED RECORDED IN BOOK "R" PAGE 185 RECORDS OF DEEDS OF SKAMANIA COUNTY, WASHINGTON, THE SAID 30 FOOT ROAD HEREIN DESCRIBED IS TO BE HELD AND USED FOR ROAD PURPOSES FOR THE COMMON USE OF THE PROPERTY HEREIN DESCRIBED AND ADJACENT LAND. TOGETHER WITH THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES, THERETO BELONGING OR IN ANYWISE APPERTAINING; AND ALSO THE ESTATE, RIGHT, TITLE AND INTEREST OF THE SAID PARTY 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 HIS HEIRS AND ASSIGNS FOREVER.

AND THE PARTY OF THE FIRST PART COVENANTS THAT HE IS THE OWNER IN FEE OF THE SAID PREMISES, THAT HE WILL WARRANT AND DEFEND THEM AGAINST THE LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS WHOMSOEVER.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF ONE HUNDRED FORTY & 00/100 DOLLARS IN ACCORDANCE WITH THE TENOR OF A CERTAIN PROMISSORY NOTE OF WHICH THE FOLLOWING SUBSTANTIAL COPY, TO-WIT:

\$140.00

PORTLAND, OREGON, DEC. 28TH 1923

THREE MONTHS AFTER DATE, WITHOUT GRACE, I PROMISE TO PAY TO THE ORDER OF OLIVER M. HICKEY AT PORTLAND, OREGON ONE HUNDRED FORTY DOLLARS, IN GOLD COIN OF THE UNITED STATES OF AMERICA, OF THE PRESENT STANDARD VALUE, WITH INTEREST THEREON IN LIKE GOLD COIN, AT THE RATE OF 6 PER CENT. PER ANNUM FROM DATE UNTIL PAID, FOR VALUE RECEIVED. INTEREST TO BE PAID AT MATURITY AND IF NOT SO PAID, THE WHOLE SUM OF BOTH PRINCIPAL AND INTEREST TO BECOME IMMEDIATELY DUE AND COLLECTIBLE, AT THE OPTION OF THE HOLDER 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, IN ADDITION TO THE COSTS AND DISBURSEMENTS PROVIDED BY STATUTE, SUCH ADDITIONAL SUM IN LIKE GOLD COIN, AS THE COURT MAY ADJUDGE REASONABLE, FOR ATTORNEY'S FEES TO BE ALLOWED IN SAID SUIT OR ACTION.

4¢ I.R. STAMPS CANCELLED

(SIGNED) ANGUS P. HANLEY

NOW THEREFORE, IF THE SAID PROMISSORY NOTE, PRINCIPAL AND INTEREST, SHALL BE PAID AT MATURITY, ACCORDING TO THE TERMS THEREOF, THIS INDENTURE SHALL BE VOID, BUT IN CASE DEFAULT SHALL BE MADE IN THE PAYMENT OF THE PRINCIPAL OR INTEREST AS ABOVE PROVIDED, THEN THE WHOLE SUM, BOTH THE PRINCIPAL AND INTEREST ACCRUED AT THE TIME DEFAULT IS MADE, SHALL BECOME DUE AND PAYABLE, AND THE PARTY OF THE SECOND PART HIS EXECUTORS, ADMINISTRATORS AND ASSIGNS, ARE HEREBY EMPOWERED TO FORECLOSE THIS MORTGAGE IN THE MANNER PRESCRIBED BY LAW. AND THE SAID PARTY OF THE FIRST PART AND HIS HEIRS, EXECUTORS AND ADMINISTRATORS DOES COVENANT AND AGREE TO PAY THE SAID PARTY OF THE SECOND PART, HIS EXECUTORS, ADMINISTRATORS OR ASSIGNS, THE SAID SUM OF MONEY ABOVE MENTIONED.