

9" X 6" X 12" MARKED X ON TOP FOR N.E. CORNER; THENCE W. 20 CHAINS TO LINE BETWEEN SECTIONS TWO (2) AND THREE (3) T. 1 N.R. 5 E. W.M.; THENCE S. 12.87 CHAINS TO A POINT OF BEGINNING, BEING A FRACTIONAL PART OF THE SOUTHWEST $\frac{1}{4}$ OF N.W. $\frac{1}{4}$ OF SEC.2, T. 1 N. R. 5 E. W.M. CONTAINING $7\frac{1}{4}$ ACRES, MORE OR LESS IN SKAMANIA COUNTY, WASH., IT BEING UNDERSTOOD AND AGREED THAT THE SAID JAMES H. MILLER ET UX HAVE THE RIGHT TO LAY ANY AND ALL WATER PIPES THAT THEY MAY DESIRE IN AND OVER SAID LAND TO SAID SPRING ABOVE MENTIONED AND REPAIR THE SAME.

TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERE-
UNTO BELONGING.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF FOUR HUNDRED AND NO/ 100 DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST THEREON AT THE RATE OF .../ PER CENT. PER ANNUM FROM DATE INTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF ONE CERATIN PROMISSORY NOTE, BEARING DATE JANUARY 18TH, 1926, MADE BY E. M. HOUTS PAYABLE ON OR BEFORE SEPTEMBER 15TH 1928 AFTER DATE TO THE ORDER OF MANSUETTE TAVELLI AND ANNA TAVELLI AND THESE PRESENTS SHALL BE VOID IF SUCH PAYMENT BE MADE ACCORDING TO THE TERMS AND CONDITIONS THEREOF. BUT IN CASE DEFAULT BE MADE IN THE PAYMENT OF THE PRINCIPAL OR INTEREST OF SAID PROMISSORY NOTE, OR ANY PART THEREOF, WHEN THE SAME SHALL BECOME DUE AND PAYABLE, ACCORDING TO THE TERMS AND CONDITIONS THEREOF, THEN THE SAID PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS MAY IMMEDIATELY THEREAFTER, IN THE MANNER PROVIDED BY LAW, FORECLOSE THIS MORTGAGE FOR THE WHOLE AMOUNT DUE UPON SAID PRINCIPAL / AND INTEREST, WITH ALL THE OTHER SUMS HEREBY SECURED.

IN ANY SUIT OR OTHER PROCEEDING WHICH MAY BE HAD FOR THE RECOVERY OF THE AMOUNT DUE, ON EITHER SAID NOTE OR THIS MORTGAGE, SAID PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS SHALL HAVE THE RIGHT TO HAVE INCLUDED IN THE JUDGMENT WHICH MAY BE RECOVERED, THE SUM THAT THE COURT SHALL ADJUDGE REASONABLE AS ATTORNEY'S FEES, TO BE TAXED AS PART OF THE COSTS IN SUCH SUIT AS WELL AS ALL PAYMENTS WHICH SAID PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY BE OBLIGED TO MAKE FOR THEIR SECURITY BY INSURANCE OR ON ACCOUNT OF ANY TAXES, CHARGES, INCUMBRANCES OR ASSESSMENTS WHATSOEVER ON THE SAID PREMISES OR ANY PART THEREOF.

THE PARTY OF THE FIRST PART AGREES TO KEEP THE PROPERTY INSURED IN THE SUM OF \$1000.00, PAYABLE TO THE PARTIES^{OF} THE SECOND PART AS THEIR INTERESTS MAY APPEAR.

IN CASE OF THE FORECLOSURE OF THIS MORTGAGE, THE PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS SHALL BE ENTITLED TO HAVE ENTERED IN SUCH FORECLOSURE SUIT A JUDGMENT FOR ANY DEFICIENCY REMAINING DUE UPON ACCOUNT OF THE INDEBTEDNESS SECURED HEREBY, INCLUDING TAXES, INSURANCE OR OTHER LAWFUL ASSESSMENTS AFTER APPLYING THE PROCEEDS OF THE SALE OF THE PREMISES ABOVE DESCRIBED TO THE PAYMENT THEREOF, AND TO THE COSTS OF SUCH FORECLOSURE SUIT.

IN WITNESS WHEREOF, 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 THE PRESENCE OF

E. M. HOUTS (SEAL)

RAYMOND C. SLY