

STATES, TO THEM IN HAND PAID BY THE SAID PARTY OF THE SECOND PART, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DO BY THESE PRESENTS GRANT, BARGAIN, SELL, CONVEY AND WARRANT UNTO THE SAID PARTY OF THE SECOND PART, AND TO ITS HEIRS AND ASSIGNS THE FOLLOWING DESCRIBED TRACTS OR PARCELS OF LAND, LYING AND BEING IN THE COUNTY OF SKAMANIA AND STATE OF WASHINGTON, AND PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

THE $E\frac{1}{2}$ OF THE $NW\frac{1}{4}$, THE $S\frac{1}{2}$ OF THE $SW\frac{1}{4}$ AND THE $SE\frac{1}{4}$ OF SECTION 33, Tp. 3 NORTH OF RANGE 7 E. W.M., CONTAINING 320 ACRES.

TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF ONE THOUSAND (\$1,000.00) DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST THEREON AT THE RATE OF 8% PER CENT. PER ANNUM FROM DATE UNTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF ONE CERTAIN PROMISSORY NOTE, BEARING DATE SEPTEMBER 29, 1924, MADE BY MORTGAGORS PAYABLE SIX (6) MONTHS AFTER DATE TO THE ORDER OF LUMBERMANS BANK & TRUST CO., 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 PARTY OF THE SECOND PART, ITS 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 PARTY OF THE SECOND PART, ITS HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS SHALL HAVE THE RIGHT TO HAVE INCLUDED IN THE JUDGMENT WHICH MAY BE RECOVERED SUCH SUM AS THE COURT MAY ADJUDGE REASONABLE AS ATTORNEY'S FEES, TO BE TAXED AS PART OF THE COSTS IN SUCH SUIT AS WELL AS ALL PAYMENTS WHICH SAID PARTY OF THE SECOND PART, ITS HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY BE OBLIGED TO MAKE FOR ITS OR THEIR SECURITY BY INSURANCE OR ON ACCOUNT OF ANY TAXES, CHARGES, INCUMBRANCES OR ASSESSMENTS WHATSOEVER ON THE SAID PREMISES OR ANY PART THEREOF.

IN CASE OF THE FORECLOSURE OF THIS MORTGAGE, THE PARTY OF THE SECOND PART, ITS 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 PARTIES OF THE FIRST PART HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

A. H. IMUS

GEO. E. O'BRYON (SEAL)

EMMA L. O'BRYON (SEAL)

STATE OF WASHINGTON, ()
COUNTY OF COWLITZ.) ss.

I, A. H. IMUS A NOTARY PUBLIC IN AND FOR THE SAID STATE, DO HEREBY CERTIFY THAT ON THIS 29TH DAY OF SEPTEMBER, 1924, PERSONALLY APPEARED BEFORE ME GEO. E.