

the north shore of the Columbia River; thence following said meander line in a south-westerly direction to a point where initial point bears north 43° 40' west 300 feet more or less; thence north 43° 40' west to the place of beginning, together with a personal right of J. Gory to land and keep one boat on the east side of rock at old landing with personal right of ingress and egress thereto and therefrom. Excepting; Right of Way of the S. P. and S. Ry. Co., and County roads. Also, excepting the uninterrupted right of ingress and egress to and from the barn heretofore owned by the parties (Julius Gory and Anna Gory his wife and Frank Konopski) to and from the County road above mentioned.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

To Have And to Hold the said premises with the appurtenances unto the said mortgagees, heirs, executors, administrators and assigns forever.

This conveyance is intended as a mortgage, however, and is given to secure the payment by the mortgagors to the mortgagees of the sum of ONE THOUSAND FOUR HUNDRED AND EIGHTY----(\$1480.00)-Dollars in United States Gold Coin of the present standard value, due on or before Two years from date with interest from date until paid at rate of 6 per cent per annum, payable quarterly; all according to the terms of one certain promissory note of even date herewith given by the mortgagors to the mortgagees, bearing interest payable at the rates and terms aforesaid, as follows.

\$1480.00

Portland, Oregon, October 17th, 1928

On or before two years after date, without grace, I promise to pay to the order of M. J. Keenan and Amy Keenan, husband and wife,

ONE THOUSAND FOUR HUNDRED AND EIGHTY - - - - - (\$1480.00) - - 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 six per cent per annum from date until paid, for value received. Interest to be paid quarterly 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.

Frank N. Hill (Signed)

Ina E. Hill (Signed)

No..... Due.....

This indenture is further conditioned upon the faithful observance by the mortgagors of the following covenants hereby expressly entered into by the mortgagors, to-wit:

That they are lawfully seized of said premises, and now have a valid and uncumbered fee-simple title thereto and that they will forever warrant and defend the same against the claims and demands of all persons whomsoever;

That they will forthwith pay any liens or incumbrances now existing upon said premises superior to this mortgage;

That they will pay the said promissory note and all installments of interest thereon promptly as the same become due, according to the tenor of said note;

That so long as this mortgage shall remain in force they will pay all taxes, assessments and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanic's lien or other liens or encumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage, and will deliver all receipts therefor to the mortgagees;

That they will keep all the improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged;

That they will insure and keep insured the buildings now or hereafter on the said premises against damage or loss by fire for at least Eighteen Hundred and No/100 (\$1800.00) ----Dollars, in such company or companies as the mortgagees shall require, for the benefit of the mortgagees as their interest may appear, and that such insurance, together with all other insurance on said premises, and the policies evidencing the same shall be delivered and made payable to and retained by the mortgagees, and at any time said mortgagees may, at the expense of the mortgagors, cancel and surrender any or all of said policies and substitute therefor policies for like amount in such company or companies as it may select, and in case of foreclosure, the mortgagors will keep said insurance in force, for the benefit of the purchaser at foreclosure sale, until the period of redemption expires.

Now, THEREFORE, if the said mortgagors shall pay said promissory note, and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note or this mortgage when the same shall become due or payable, or to perform any agreements herein contained, shall give to the mortgagees the option to declare the whole amount unpaid on said note or secured by this mortgage, at once due and payable and the mortgage by reason thereof may be foreclosed at anytime thereafter. If the said mortgagors shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagees shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by the mortgage, and draw interest at the rate of ten per cent per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

Assignment of this mortgage recorded Aug. 19, 1928 in Book No. 124 of mortgages in Skamania County, Washington.