

And it is hereby further expressly agreed and provided as an essential part of this Mortgage as and for the purpose of holding the party of the second part his legal representatives and assigns harmless and securing him or their against being put to any cost or expense by reason of having to foreclose this Mortgage because of default by the parties of the first part in doing or causing to be done in all manner as required or agreed anything hereby agreed or required to be done that in case foreclosure proceedings shall become necessary that there shall be taxed as part of the cost of such foreclosure proceedings at the commencement of suit to foreclose as and for the benefit of the attorney or attorneys for plaintiff in such foreclosure suit or proceedings as attorney's fee of 20 per cent on the whole amount due on said notes and this Mortgage.

Witness our hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

Frank Marble }  
E. A. Bailey }

Henry W. Turk (Seal)  
Viola V. Turk (Seal)

County of Skamania }  
Territory of Washington } SS

Be it remembered that on the tenth day of March A. D. 1883 before me the undersigned Page 174  
a Justice of the Peace within and for said County and Territory personally appeared the within named.

Henry W. Turk and his wife Viola V. Turk personally known to me to be the persons described in and who executed the within instrument and to me acknowledged the same to be their voluntary act and deed for the purposes therein mentioned; and the said Viola V. Turk on a private examination made by me separate and apart from her said husband was made known the contents of said instrument and was fully apprised by me of her rights and the effect of signing said instrument and who thereupon acknowledged to me that she executed the same freely and voluntarily and without fear or compulsion of or coercion of her husband or from anyone.

In witness whereof I have hereunto set my hand and seal the day and year first above written.

Frank Marble  
Justice of the Peace

Received for record March 15, 1883, at 5 o'clock recorded March 26, 1883 at 6 o'clock.

Geo. H. Stevenson  
Auditor.

MORTGAGE  
W. J. Hamilton to J. R. Longacre.

This Indenture made the first day of August in the year of Our Lord one thousand eight hundred and eighty three between William J. Hamilton of Skamania County, Washington Washington Territory party of the first part and J. R. Longacre of the same place. Page 175

The party of the second part witnesseth That the said party of the first part for and in consideration of the sum of Two Thousand (\$2000.00) Dollars gold coin of the United States of America to him in hand paid does grant, bargain, sell and convey unto the said party of the second part and to his heirs and assigns forever, all that certain piece or parcel of land situate in the County of Skamania, Washington Territory bounded and described as follows:

Beginning at a point one & 27/100 chains west of the North East Corner of section No. 25 in Township No. 2 North of Range No. 6 East of the Willamette Meridian running thence East seventy-seven (77) chains; thence South Twenty-two degrees East 11.40/100

*Cancelled June 24, 1891 by order of J. P. Henderson, Auditor  
of Skamania County, W. T.  
(Mortgage assigned by Longacre to J. P. Henderson, Auditor of Skamania County, W. T. on Aug. 4, 1894)*

chains to the North bank of Hamilton Creek thence with the meanders of said Creek and Columbia River down stream to a point due south of the place of beginning and thence due North 57 40/100 chains to the place of beginning containing three hundred and nineteen & 8/100 (319 8/100) acres. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

This conveyance is intended as a Mortgage to secure payment of a promissory note of which follows a copy to-wit:

\$2000.<sup>00</sup> Lower Cascades W. T. August 1st 1883. On or before six years after date without grace I promise to pay J. R. Longacre or order for value received the sum of two thousand Dollars at this place together with interest thereon at the rate of ten per cent per annum payable annually & principal and Interest payable in U. S. gold coin (Sgd) W. J. Hami W. J. Hamilton. and these presents shall be void, if such payment be made according to the tenor and effect thereof, but in case default be made in the payment of the principal or interest as in said note provided, then the said party of the second part his executors, administrators and assigns are hereby empowered to sell the said premises, with all and every of the appurtenances or any part thereof, in the manner prescribed by law; and out of the money arising from such sale, to retain the said principal and interest, together with the costs and charges of making such sale, to retain the said principal and interest together with the costs and charges of making such sale, and per cent for attorney's fees; and the overplus, if any there be, shall be paid by the party making such sale, and demand, to the said party of the first part his heirs or assigns.

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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

A. H. Tanner }  
Geo. H. Stevenson }

W. J. Hamilton (Seal)

County of Skamania }  
Territory of Washington } ss

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This certifies that on this 1st day of August A. D. 1883 before me the undersigned Auditor and Clerk of said County and Territory personally appeared the within named William J. Hamilton personally known to me to be the identical person described in and who executed the foregoing instrument and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein named.

In testimony whereof I have hereunto set my hand and official seal the day and year last above written.

{Seal Commissioner }  
{Court }  
{Skamania Co. W.T. }

Geo. H. Stevenson, Auditor and Clerk of Skamania County W. T.

Rec for record Aug. 1st at 3 o'clock P. M. Recorded Aug 3 at 11 o'clock and 25 min. A. M.

Geo. H. Stevenson,  
Auditor.