

Jacob W. Britain to Bertie V. Britain.

This Indenture, made the 2nd day of January in the year of our Lord one thousand nine hundred and one between Jacob W. Britain, husband of Bertie V. Britain, mortgagee herein, of Kalispell, Montana the party of the first part, and Bertie V. Britain, wife of the aforesaid Jacob W. Britain of the same place, the party of the second part, Witnesseth, that the said party of the first part, for and in consideration of the sum of three hundred fifty (350) dollars lawful money of the United States of America to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, and to her heirs and assigns, forever, a certain lot - piece - or parcel - of land, situate, lying and being in -- in the County of Shumacher, State of Washington, bounded and described as follows:

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The Southwest quarter of the Northeast quarter, the East half of the Northwest quarter and Northwest of the Northwest quarter in Section nine, Township three, North, Range nine, East, Willamette Meridian.

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

This Conveyance is intended as a mortgage to secure the payment of the promissory note of even date herewith for the sum of three hundred fifty (350) dollars due two years after date, with interest from date at the rate of ten per cent per annum.

And these presents shall be void if such payment be made. But in case default be made in the payment of the principal or interest, as above provided, then the party of the second part, her executors, administrators and assigns, are hereby empowered to sell the premises above described 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, and the surplus, if any there be, shall be paid by the party making such sale on demand to the said party of the first part, heirs or assigns.

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

C. H. Fook
H. L. Pomeroy

Jacob W. Britain (Seal)