

Lillie Gunther & James H. Miller to Helen M. Gunther.

This Indenture Witnesseth, That we Lillie Gunther Miller and James H. Miller, her husband in consideration of Three Hundred Dollars, to us in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold, and conveyed, and by these presents do bargain, sell and convey unto Helen M. Gunther widow the following described premises, to-wit: The West half of the South West quarter of section two (2) Township one (1) North of Range five (5) East of Will. Mer. excepting therefrom $5\frac{124}{1000}$ acres described and bounded as follows, to-wit:- Commencing at a point $14\frac{40}{100}$ chains North of the corner to sections 2, 3, 10, and 11 T. 1 N. R. 5 E. of W. M. running thence East $9\frac{15}{100}$ chains, thence North $5\frac{60}{100}$ chains, thence West $9\frac{15}{100}$ chains, thence South $5\frac{60}{100}$ chains to place of beginning the tract hereby mortgaged containing 75 acres more or less, situated in Kamia Co. Wash. Together with appurtenances, improvements, and appurtenances thereunto belonging or in anywise appertaining.

To Have and to Hold the same with the appurtenances unto the said Helen M. Gunther and her heirs and assigns forever.

This Conveyance is intended as a mortgage to secure the payment of the sum of Three Hundred Dollars, and the interest thereon in accordance with the tenor of a certain promissory note, of which the following is a copy, to-wit:

\$300.00

Kamoa, Wash., August 1902

Five years after date for value received, I promise to pay to the order of Helen M. Gunther Three Hundred Dollars, with interest thereon payable annually at the rate of five per cent per annum from date; and if not so paid, the whole sum of both principal and interest to become immediately due and collectable at the option of the holder of this note. If the interest is not so paid when due it shall be compounded with the principal and bear like interest therewith, principal and interest payable in U. S. Gold Coin, and in case suit is instituted to collect this note or any portion thereof I promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees, to be taxed as a part of the costs of such suit for the use of plaintiff's attorney. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note. Makers may pay this note at their option in full at any time.

Lillie Gunther Miller
James H. Miller

Now if the sums of money due upon said promissory note be paid according to the agreements therein expressed, this conveyance shall be void, but in case default be made in the payment of the

Satisfied

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Pg 217