

Ella Foster and husband to J. T. Peters.

This Intendure Witnesseth, that Ella Foster and F. F. Foster her husband in consideration of One hundred twenty five Dollars to them in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed and by these presents do bargain, sell and convey unto Joseph T. Peters the following described premises, to-wit: The N.W. 1/4 of the N.E. 1/4 except fifteen (15) acres, now deeded to P. L. Moore, and S.W. 1/4 of the N.E. 1/4 except about one and half (1 1/2) acres deeded to Geo. Nix on the east side of said tract lying between the County Road and the land of said Geo. Nix and a Strip off the South side of the P.E. 1/4 of the N.E. 1/4 containing Six (6) acres All in Section thirty six (6) Township three (3) North Range Seven and half (7 1/2) East Wab. Mer. Containing Seventy (70) acres more or less. Together with tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, to have and to hold the same, with the appurtenances, unto the said Joseph T. Peters his heirs and assigns forever. This conveyance is intended as a mortgage, to secure the payment of the sum of One hundred twenty five Dollars, and the interest thereon, in accordance with the tenor of a certain promissory note, of which the following is a copy to-wit: \$125.00. Stevenson Wash. Jan 21. 1903 on or before April 1st 1904 for value received, we promise to pay to Joseph T. Peters or Order, the sum of One hundred twenty five Dollars, with interest at the rate of 10 per cent per annum from date; If the interest is not paid when due it shall be compounded with the principal and bear like interest, principal and interest payable in lawful money of the United States. And in case suit is instituted to collect this note, or any portion thereof, we 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 plaintiffs' attorney.

Ella Foster

F. F. Foster

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 principal or interest as therein provided, then the said Joseph T. Peters or his legal representative may sell the premises above described, with all and every of the appurtenances or any part thereof, in the manner provided by law, and out of the money arising from such sale retain the said principal and interest, together with the costs and charges of making such sale and the surplus, if any there be, pay over to the said Ella Foster and F. F. Foster their heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof. In witness whereof we hereunto set our hands and seals this 21st Day of January, A. D. 1903

Signed, sealed and delivered in presence of

J. P. Gillette }
P. S. Michell }

Ella Foster (Seal)
F. F. Foster {Seal}

State of Washington }
County of Okanogan }

J. P. Gillette, do hereby certify that on the 21st Day

Satisfied

W3K G mtg

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