

This Conveyance is intended as a Mortgage to secure the payment of one thousand Dollars, Gold coin of the United States, Together with interest thereon in like Gold coin at the rate of seven per cent per annum from date until paid, according to the terms and conditions of one certain promissory note bearing even date herewith made by Emma E. Pratt & Orrin S. Pratt her husband payable five years after date, to the order of Noah Ely, and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default be made in the payment of the principal or interest of said promissory note or any part thereof, when the same shall become due and payable, according to the terms and conditions thereof, 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 provided by law, and out of the money arising from such sale, or any part thereof to retain the whole of said principal and interest, whether the same shall be then due or not, together with the costs and charges of making such sale, and the overplus if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs or assigns. And in any suit or other proceedings that may be had for the recovery of said principal sum and interest on said note or this mortgage it shall and may be lawful for the said party of the second part, his heirs and assigns executors and administrators, to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit, the sum of ten Dollars in Gold coin < or in case of settlement or payment being made after suit has commenced, and before the final Decree has been entered thereon, an attorney's fee of ten Dollars in Gold coin shall be taxed as part of the costs in such suit > as well as all payments that the said party of the second part his heirs, executors, administrators or assigns may be obliged to make for his or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the Presence of

S. J. Harrison

Loretta R. Harrison

State of Washington }
County of Yakima }

Mrs Emma E. Pratt <Seal>

Orrin S. Pratt <Seal>

This is to Certify, that on this 18th day of March A. D. 1904 before me, S. J. Harrison, a Notary Public in and for the ^{State} County of Washington, duly commissioned and sworn, personally came Mrs Emma E. Pratt and Orrin S. Pratt, her husband, to me known to be the individuals described in and who executed the within instrument and acknowledged to me that they signed and