

Witness my hand and official seal the day and year in this certificate first above written.

Notarial
Seal

L. T. Smith, Notary Public
residing at Carson, Wash

Filed for record by L. T. Smith on Sept 6. 1904 at 11.10 o'clock A. M.

A. Fleischhauer
Com. Auditor

1.05

V

George Nix & wife to John T. Tolton

This Indenture Witnesseth That George Nix and Mattie Nix his wife, in consideration of One hundred and sixty Dollars and 52 cents to them paid in hand, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain sell and convey unto John T. Tolton, the following described premises, to-wit: Part of S.E. quarter of N.E. quarter and part of N.E. quarter of N.E. quarter & part of S.W. quarter of N.E. quarter Section 36 Tps 3 Range 7 1/2 East W. 46 in Skamania County State of Washington, containing about forty six acres, together with the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining. To have and to hold the same with the appurtenances unto the said John T. Tolton his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of One Hundred and sixty Dollars and 52 cents, and the interest thereon, in accordance with the terms of a certain promissory note of which the following is a copy, to-wit:

\$160.52

Steverson, Washington Sept 5. 1904

On or before March 5th 1905 for value received we promise to pay to John T. Tolton or order, the sum of One hundred & sixty Dollars & 52 cents with interest at the rate of 6 per cent per annum. If the interest is not paid when due it shall be compounded with the principal and bear like interest, principal and interest payable in United States Gold coin, 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 part of such suit, for the use of plaintiffs attorney.

George Nix
Mattie Nix

Now if the sum of money due upon said promissory note be paid according to the agreements herein expressed this conveyance shall be void, but in case default be made in the principal or interest as therein expressed, then the said John T. Tolton or his legal representative may sell the premises above described with all and every of the appurtenances, or any part thereof, in the

I hereby release the within mortgage, being fully paid and satisfied
Dated this 10th day of April 1905
John T. Tolton
Attent: A. Fleischhauer