

J. L. Pugh to O. E. Mitchell

This Indenture Witnesseth that J. L. Pugh and Ella Pugh, his wife, in consideration of Three Hundred (\$300.00) Dollars, to them paid in hand, the receipt of which is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto O. E. Mitchell the following described premises, to-wit: Block eight (8) of the Town of Stevenson, Washington according to the plat of said town now on file and of record in the office of the Auditor of Skamania Co. Wash. in Skamania County, State of Washington, together with the improvements, hereditaments and appurtenances thereto belonging or in any wise pertaining. To have and to hold the same with the appurtenances unto the said O. E. Mitchell his 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 terms of a certain promissory note of which the following is a copy, to-wit:

\$300.00

Stevenson, Wash. Jan. 15th 1906.

On or before January 15th, 1908 for value received we promise to pay to O. E. Mitchell or order, the sum of Three hundred Dollars, <sup>1907</sup> with interest at the rate of 10 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 sums as the court may adjudge reasonable as attorneys fees, to be taxed as part of such suit, for the use of plaintiff's attorney.

J. L. Pugh

Ella Pugh.

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 O. E. Mitchell 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 principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, pay over to the said J. L. Pugh, his heirs and assigns.

Witness our hands and seals this 15. day of January 1906

Executed in the presence of

A. Fleischman

J. M. Stevenson

State of Washington,

County of Skamania } I, the undersigned authority, do hereby certify that on this 15. day of January A. D. 1906, personally appeared before me J. L. Pugh and Ella Pugh, his wife, to me known to be the individuals described and who executed the within instrument and acknowledge that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

Sup. Court

Seal

A. Fleischman, Clerk of Superior Court

Skamania County, Wash

This mortgage is duly notarized, being fully paid this  
19th day of Aug. 1907  
Attest: A. Fleischman  
Co. Notary

Filed for record by O. E. Mitchell on January 16, 1906 at 10:30 o'clock A.M.  
at Clerk's office