

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

Sup. Court

A. Peruchman, Clerk of Superior Court

Seal

Stearns County, Wash

Filed for record by H. Hazard on May 17. 1906 at 2.10 P.M.

A. Peruchman

Co. Auditor.

1.05

Thos. Burr Avery to Harry Hazard.

This Indenture Witnesseth that Thos Burr Avery and Lorena B. Avery, his wife, in consideration of five 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 Harry Hazard the following described premises, to-wit:

Lots 5, 6, 7, 8, 9, 10 and 11 and 22, 23, 24, 25, 26, 27 and 28 in Block Seven (7) of the Town of Stearns, according to the official plat now on file and of record in the office of the Auditor of Stearns Co. Washington, in Stearns County, State of Washington, together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To have and to hold the same with the appurtenances unto the said Harry Hazard his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of five 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:

\$500.00

Stearns, Wash. May 17. 1906.

On or before one year from date for value received I promise to pay to Harry Hazard or order, the sum of five hundred dollars, 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 such is constituted 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 part of such sum, for the use of plaintiff's attorney.

Thos. Burr Avery

Lorena B. Avery

The Grantors further agree to keep house on above property insured. In case house should burn, insurance to be paid to Grantors. 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 provided, then the said Harry Hazard 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 of making such sale and the overplus, if any there be, pay over and

This within mortgage is hereby released, duly fully paid
This 4th day of Oct. 1906

Harry Hazard

Attest at Stearns

Co. Auditor