

R. S. Scales to Ash & Atwell

Stockton & Hollister Co., July 9, 1906.

This Indenture Witnesseth that we, Richard S. Scales and Jotter M. Scales, his wife, in consideration of one thousand dollars to us paid in hand, the receipt whereof is hereby acknowledged, have bargained sold and conveyed, and by these presents do bargain, sell and convey unto Ash and Atwell the following described premises, to-wit: Lots seventeen ⁽¹⁷⁾, eighteen ⁽¹⁸⁾, nineteen ⁽¹⁹⁾ and twenty ⁽²⁰⁾ in Block six

(6) in the town of Stevens as shown on the official plat of said town now on file and of record in the office of the Auditor of Stevens Co., Washington, together with the tenements, hereditaments and appurtenances thereto belonging or in any way pertaining. To have and to hold the same with the appurtenances unto the said Ash and Atwell, their successors and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of One thousand dollars, and the interest thereon at the rate of 8 per cent per annum. To have and to hold the same with the term of a certain promissory note, of which the following is a copy:

\$1000.00

On or before five years from date for value received we promise to pay to Ash and Atwell or order,

the sum of One thousand dollars, with interest at the rate of 8 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 judge reasonable as attorney's fees to be had as part of such suit, for the use of plaintiff's attorney.

Stevens, Wash. July 9th. 1906.

Richard S. Scales.

Jotter M. Scales.

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 payment of the principal or interest as therein provided then the said Ash and Atwell, or their legal representatives 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, going over to the said Richard S. Scales, his heirs and assigns.

Witness my hand and seals this 9. day of July 1906.

Executed in the presence of }

J. S. Hall

A. Fleischman

State of Washington

County of Stevens }²⁰. I, the undersigned authority, do hereby certify that on this 9. day of July 1906 personally appeared before me Richard S. Scales and Jotter M. Scales, his wife, to me known to be the individuals described in and who executed the within instrument and acknowledged 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 this day and year in this certificate last above written.

Supt. Court;

Seal

A. Fleischman, Clerk of Superior Court

Stevens County, Wash.

Filed forward by Ash & Atwell on July 9, 1906 at 1.15 P.M.
A. Fleischman
Co. Auditor.