

T.C. Avery & Wife to Sam Samson

This Indenture Witnesseth that Thos Carr Avery and Lorena Avery his wife, in consideration of One Thousand and Forty Five dollars 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 Sam Samson the following described premises, to-wit; Lots 5, 6, 7, 8, 10, 11, 22, 23, 24, 25, 26, 27, and 28 in Block 7 of the Town of Skamania according to the official plat now on file and of record in the office of the Auditor of Skamania County, Washington, in Skamania County State of Washington, together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same with the appurtenances unto the said Sam Samson, his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of One Thousand and Forty Five Dollars, and the interest thereon in accordance with the terms of a certain promissory note of which the following is a copy, to-wit:

\$1045.⁰⁰

Stevenson Wash. Oct. 2, 1906

On or before Oct. 2, 1906 for value received I promise to pay to Sam Samson or order, the sum of One Thousand and Forty Five Dollars, with interest at the rate of eight 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, I 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 Plaintiff's attorney.

Thos. Carr Avery.

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 at therein provided then the said Sam Samson 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 said principal and interest, together with the costs and charges of making such sale and the surplus if any thereof, pay over to the said Thos Carr Avery his heirs and assigns.

Witness our hands and seals this 2 day of October 1906.

Executed in the presence of
J.P. Gillette
Harner Farm

Thos. Carr Avery,
Lorena Avery.

State of Washington } ss
County of Skamania }
I, J.P. Gillette do hereby certify that on this 2 day of Oct, 1906 personally appeared before me Thos. Carr Avery and Lorena Avery 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 the day and year in this certificate first above written.
(Seal of W.O.) J.P. Gillette, Notary Public in and for the State of Washington, residing at Stevenson Wn.
Filed for record by J.P. Gillette on Oct. 5, 1906 at 10-10 A.M.