to Government Survey in the General Land Office together with the timber and improvements thereon and Together with the appurtenances thereunto belonging or in anywise appertaining.

To Have and To Hold the said premises unto the said party of the second part and unto his heirs and assigns forever. And the said parties of the first part hereby covenant to and with the said party of the second part that they are owners in fee simple of said premises, that they are free from all incumbrances whatever and that they will warrant and defend the title thereto against all lawful claims whatsoever.

Provided Always, And these presents are made upon the express condition that if the said part shall well and truly keep and perform all and singular the stipulations and covenant hereinafter set forth, then this instrument shall become null and void and the estate hereby created shall cease and determine; otherwise to be and remain in full force.

First, That said part of first part shall pay or cause to be paid a certain promissory note in the words and figures following to-wit;

\$1400.00/100 Lewis County, Washington
October 27, 1906.

Two years from date for value received, with privilege of paying off in full at any time by paying six full months interest beyond what is actually due at the time of such payment, we promise to pay to John Niles of Claquato, Washington or order, fourteen hundred dollars gold coin of the United States of America of the present standard value together with interest thereon in like coin at the rate of eight (8) per cent per annum from date until fully paid. Such interest to be payable semi annually, and unless so paid, to become part and parcel of the principal, to be added thereto, and to bear like interest and in case suit or action is at any time instituted to collect this note or any portion thereof we promise to pay five per cent additional as attorney's fee in such suit or action.

Walter J. Dolph.
Susannah Dolph.

Second, That said parties of the first part shall pay all taxes and assessments to whomsoever assessed, or which shall hereafter be levied or assessed, or which shall hereafter be levied or assessed, whether on said real estate or on any interest therein, or on the note or debt secured thereby, before the same shall become delinquent, or if not paid the said party of the second part, or his heirs, successors or assigns, may declare the whole sum of money hereby secured, due and collectible at once, or may elect to pay such taxes or assessments and be entitled to interest on the same at the rate of twelve per cent per annum, and this instrument shall stand as security for the amount so paid with said interest;