

belonging or in any wise appertaining. To Have and to Hold the same with the appurtenances unto the said J.W. Withnell heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of Three hundred and Seventy 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;

#375.7

Nasconner, Wash. Nov. 15, 1906

One year after date for value received I promise to pay to the order of J.W. Withnell Three hundred and Seventy five and no/100 Dollars, with interest thereon from date at the rate of six per cent per annum from maturity. If the interest is not paid when due it shall be compounded with the principal and bear like interest thereon, principal and interest payable in U.S. Gold coin, and in case suit is instituted to collect this note or any portion thereof, we jointly and severally promise to pay such additional sum as the court may adjudge reasonable as attorney's fees, to be taxed as a part of the costs of such suit, for the use of the plaintiffs attorney, the makers, endorsers, and guarantors of this note hereby severally waive all rights under the exemption laws of the State of Washington, presentment for payment, notice of non payment, protest and notice of protest and diligence in bringing suit against any parties thereto and assents consent that time of payment may be extended without notice thereof.

T.R. Phillips.

And if the sum of money due upon said promissory note be paid according to the agreement therein 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 J.W. Withnell or his 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 said 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 T.R. Phillips heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.

In witness whereof I hereunto set my hand and seal this 15 day of Nov. A.D. 1906.

Executed in presence of
Donald McMaster
A. Donnelly

T.R. Phillips (name)
Marie A. Phillips (real)

State of Washington
County of Clarke } ss

I, Donald McMaster do hereby certify that on this 15th day of Nov. A.D. 1906, before me personally appeared T.R. Phillips

I hereby cancel this within mortgages, being fully paid

May 31, 1907

Attest: A. Donnelly
J.W. Withnell. H. Withnell.