

acknowledged that he signed and sealed the same as his 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 first above written.

Sup. Court
Seal

A. Plebenthal Clerk of Superior Court
Stearns County, Wash

Filed for record by E. P. Ash on May 24. 1907 at 1.15 P.M.

A. Plebenthal
Clerk

1.05
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M. Maider to J. W. Atwell

This Indenture Witnesseth that I, Maurice Maider, a single man of legal age in consideration of seven hundred eighty seven dollars and 50/100 to me paid in hand, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do bargain, sell and convey unto J. W. Atwell the following described premises to-wit:

The undivided one half interest in and to the West half of the Southwest quarter of Section Thirty-five, in Township Three North of Range seven E. of W.M., excepting therefrom a parcel of land enclosed by a wire fence and now used as an orchard, containing 10 acres more or less and also excepting a road way 30 feet wide now used as a road leading from said 10 acres through said above described land in Stearns County, State of Washington, containing 35 acres, together with the tenements, improvements and appurtenances thereto belonging or in anywise appertaining. To have and to hold the same with the appurtenances unto the said J. W. Atwell, his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of seven hundred eighty seven & 50/100 dollars, and the interest thereon in accordance with the terms of a certain promissory note of which the following is a copy, to-wit:

\$787.50

Stearns, Wash. May 20th 1907

On or before 6 months from date of value received I promise to pay to J. W. Atwell, or order the sum of \$787.50 Dollars with interest at the rate of 6 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 said is substituted to collect these notes or any portion thereof, I promise to pay such additional sum as the Court may judge reasonable as attorneys fees, to be taxed as part of and risk for the use of plaintiffs attorney

Maurice Maider

Now if the sum of money due upon said promissory note be paid according to the agreements therein expressed this conveyance shall be void, ~~but~~ but in case default be made in the principal or interest as therein provided, then the said J. W. Atwell or his legal representatives

Satisfied
BK H Mtg
Pg 268