

T. C. Avery to J. P. Gillette.

This Indenture Witnesseth, That T. C. Avery and Lorena Avery, his wife, in consideration of Fifty Dollars to me in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto J. P. Gillette of Stevenson, Wash. the following - Described premises to wit: Lots (21) twenty-one and twenty-two (22) in Block five (5) of the town of Stevenson, according to official plat now on file and of record in the office of the Auditor in and for Skamania County, Washington, said property being in said County and State; Together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to have and to hold the same, with the appurtenances, unto the said J. P. Gillette, his heirs and assigns forever. This conveyance is intended as a mortgage, to secure the payment of the sum of fifty Dollars, and the interest thereon, in accordance with the tenor of a certain promissory note, of which the following is a copy, to wit \$50.00

Stevenson, Wash. Oct 2. 1903.

One year after Date, for value received I promise to pay to the order of J. P. Gillette Fifty Dollars, with interest thereon payable at the rate of 7 per cent per annum from Date, and if not so paid the whole sum of both principal and interest to become immediately due and collectable at the option of the holder of this note. If the interest is not paid when due, it shall be compounded with the principal and bear like interest therewith, principal and interest payable in lawful money of the United States. 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 award reasonable as attorneys fees, to be taxed as a part of the costs of such suit, for the use of plaintiffs attorney. It is especially agreed and concealed to that a deficiency judgment may be taken in a suit upon this note.

T. C. Avery.

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 in case default be made in the payment of the principal or interest as therein provided, then the said J. P. Gillette 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 principal and interest, together with the costs and charges of making such sale, and the surplus, if any there be, pay over to the said T. C. Avery, his assigns and heirs. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof. In witness whereof we hereunto set our hands and seals this 2nd day of Oct. A.D. 1903
Signed, sealed and delivered in presence of }

J. A. Fisher
A. Fleckhauer

T. C. Avery (Seal)
Lorena Avery. (Seal)

O. Avery released and acknowledge full satisfaction and day of the
Att'est M. Fleckhauer
Within S. P. Robinson
Jan. 1904.