

dollars on said land. To Have and to Hold, The premises aforesaid, with all and singular, the rights, privileges, appurtenances, and immunities thereunto belonging, or in anywise appertaining unto the said part. of the second part, and unto his heirs and assigns forever, the said parties of the first part hereby covenanting that they are lawfully seized of and indefeasible estate, in fee, in the premises herein conveyed, that they have good right to convey the same; that the said premises are free and clear of any incumbrance done or suffered by them or those under whom they claim; except said mortgage in favor of Eva Wade and that they will warrant and defend the title to the said premises unto the said party of the second part, and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

This conveyance is intended as a mortgage to secure the payment of One certain Promissory Note of which the following is a true copy:

\$1000⁰⁰

Elma Wash Nov. 30. 1907.

On or before one year after date, without grace we promise to pay to the order of J. C. Olson. One thousand Dollars in Gold Coin of the United States of America, of the present standard value, with interest thereon, in like Gold Coin, at the rate of 10 per cent; per annum from date until paid for value received. Interest to be paid annually and if not so paid, the whole sum of both principal and interest to become immediately due and collectible, at the option of the holder of this Note. And in case suit or action is instituted to collect this Note, or any portion thereof we promise and agree to pay, in addition to the costs and disbursements provided by statute a reasonable sum in like gold coin, for Attorney's fees in said suit or action.

Due On or before Nov. 30, 1908

Leonidas J. Wakefield.

At Elma, Wash. Copies

L. June Wakefield

Now if the conditions of the above obligation are well and truly paid, then these presents shall be void, if such payments be made according to the tenor and effect thereof; but in case default be made in the payment of the principal or interest as herein provided, then the said party of the second part his executors, ad-