

Wm Kirkman to Simon Geil

This Indenture Witnesseth that, William Kirkman (unmarried), in consideration of \$225.00 to me paid in hand, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto Simon Geil the following described premises, to wit: The northwest quarter of the Northwest quarter and lot numbered eight of Section One (1) in Township Two (2) North of Range seven (7) East of N. & W., containing 46  $\frac{22}{100}$  acres in Skamania County, State of Washington, containing 46  $\frac{22}{100}$  acres, 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 Simon Geil his, heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of two hundred and twenty-five dollars, and the interest thereon, in accordance with the tenor of a certain promissory note of which the following is a copy, to-wit:

\$225.00

Stevens, Wash Dec. 1<sup>st</sup> 1903

On or before two years from date, for value received I promise to pay to Simon Geil or order, the sum of two hundred and twenty five Dollars, with interest at the rate of 8 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 U. S. Gold Coin, 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 adjudge reasonable as attorney's fees, to be taxed as part of such suit, for the use of plaintiff's attorney.

William Kirkman.

Now if the sum of money due upon said note be paid according to the agreements herein expressed, this conveyance shall be void, but in case default be made in the principal or interest as therein provided, then the said Simon Geil 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 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 William Kirkman, his heirs and assigns.

Witness our hand and seal this 1<sup>st</sup> day of Dec. 1903

Executed in the presence of }  
J. J. Foster }  
A. Fleckhauser }

William Kirkman Seal

State of Washington  
County of Skamania 3<sup>ss.</sup>

J. A. Fleckhauser, Clerk of Sup. Court, do hereby certify, that on this 1<sup>st</sup> day of December A. D. 1903, personally appeared before me William Kirkman, (unmarried) to me known to be the individual described in, who executed the within instrument and acknowledged that he signed and sealed the same

I hereby release this mortgage, having been fully paid and satisfied

Dated Feb. 17. 1904.

Simon Geil