

and acknowledged to me that he executed the same freely and voluntarily.
In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year last above written.

Notarial
Seal

H. M. Huxley
Notary Public for Oregon.

Filed for record by H. F. Davidson on February 20th 1904 at 4.30 o'clock P. M.

A. Fleischhauer
Com. Auditor.

1.35

L. B. Bevans to John T. Totton.

This Indenture Witnesseth that L. B. Bevans and Mabel Bevans his wife, in consideration of two hundred dollars to us paid in hand, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto John T. Totton, the following described premises, to-wit: Lots Number three (3) and four (4) in Block six (6) and Lots Number Two (2) three (3) and four (4) in Block four (4) in the Town of Stevenson, as shown by official plat of said Town now on record in the County Auditor's Office in Skamania County, State of Washington, together with the tenements, hereditaments and appurtenances therunto belonging or in any wise appertaining. To have and to hold the same with the appurtenances unto the said John T. Totton, his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of two hundred dollars, and the interest thereon, in accordance with the tenor of a certain promissory note, of which the following is a copy, to-wit: \$200.00 Stevenson, Wash. Feb. 25. 1904.

On or before September 1st 1904 for value received I promise to pay to John T. Totton or order, the sum of two hundred 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 United States 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 the plaintiffs attorney.

L. B. Bevans.

Now if the sum of money due upon said promissory 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 John T. Totton or his legal representative may sell the premises above described, with all and every of the appurtenances, or any part thereof, in the manner

I hereby release the within mortgage, being fully paid and satisfied, this 3rd day of Oct. 1904
Attest A. Fleischhauer
John T. Totton