

W.C.Poillon, to me personally known, who being by me duly sworn, did say that he is one of the Vice-Presidents of the Mercantile Trust Company, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Trustees of said corporation and that he signed his name thereto by like authority and he acknowledged said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal, the day and year last aforesaid.

(Notarial Seal) I. Michaels, Notary Public, New York County, N.Y.  
My Commission expires March 30, 1908

Filed for record by N.P.Ry.Co. on Febry 13th 1908 at 1.15 P.M.

A. Fleischhauer  
Co. Auditor.

1.35

Charles Gibbons to A. Anderson.

This Indenture Witnesseth that Charles Gibbons in consideration of One Hundred Dollars to him in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto Arthur Anderson the following described premises to-wit: Beginning at a point six hundred thirty feet East and twenty feet south of the Northwest corner of the Southeast quarter of the Southeast quarter of Section twenty, Township three North of Range eight East of Willamette Meridian, running thence South two hundred feet; thence East two hundred feet; thence North two hundred feet; thence West two hundred feet to the point of beginning containing a piece of land two hundred feet square. Together with tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same with the appurtenances unto the said Arthur Anderson, heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of one 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:

\$100.00

Carson, Wash. Feb. 12. 1908

On or before one year after date I promise to pay to the order of Arthur Anderson, one hundred Dollars with interest thereon payable annually at the rate of 8 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, principal and interest payable in lawful money of the United States. And in case suit is instituted to collect this note or any portion thereon, I promise to pay such additional sum as the Court may adjudge reasonable as attorneys fee to be taxed as a part of the costs of such suit. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

Charles Gibbons.

Now if the sums of money due upon said promissory note be paid according to agreement 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 Arthur Anderson or his legal representative may sell the premises above described, with all 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

*A. Anderson  
I hereby give the within mortgage, together with the 8% interest 1910  
Wm. H. Anderson*

*Subscribed by  
Charles Gibbons  
8 1910*