

Thomas Shoemaker et al to Arthur Anderson.

THIS INDENTURE WITNESSETH, That Thomas Shoemaker unmarried and Geo. Canham and Rosie D. Canham his wife in consideration of One Hundred Dollars to them 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 the Southwest corner of lot five Sec.6, Township 3 North, Range 8 East, Willamette Meridian, running thence North 13.30 chains, thence East about 19 chains, thence South 13.30 chains, thence West about 19 chains to point of beginning, except about two acres previously sold to School Dist. No.18, and to the public for a cemetery, the full amount of land intended to be conveyed is about 23 acres, 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., June 20, 1908.

On or before one year after date, for value received, we 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 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 we promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees, to be taxed as a part of the costs of such suit, for the use of plaintiff's attorney. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

Thomas Shoemaker

Geo. Canham

Now if the sums 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 Arthur Anderson 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 surplus, if any there be, pay over to the said Thomas Shoemaker and Geo. Canham heirs and assigns. 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 20th day of June, A.D.1908.

Signed, Sealed and delivered)
in presence of)
L.T.Smith)
Carl B. Smith)

Thomas Shoemaker (Seal)
Rosie D. Canham (Seal)
Geo. Canham (Seal)

State of Washington,) ss.
County of Skamania.)

I, L.T.Smith do hereby certify that on this 20th day of June, A.D.1908, before me personally appeared Thomas Shoemaker unmarried and Geo. Canham and Rosie D. Canham his wife to me known to be the individuals described in and who executed the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and

I hereby certify this within mortgage. The same being fully paid & satisfied the 24th day of Sept 1909 Arthur Anderson