

Satisfied
Pg 471 Bk. I
12-5-10

Harvey to Gillis

This Indenture Witnesseth that we, William S. Harvey and Emma Harvey his wife, in consideration of thirty-three hundred Dollars to us in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed and by these presents do bargain, sell and convey unto E.S. Gillis and Mattie Gillis his wife, the following described premises, to-wit:

South half of the Northeast quarter and South half of the Northwest quarter of Sec. 18 Tp. 1 N. R. 5 E. W. M., save and except ten acres off from the Southwest corner of the one hundred and sixty 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 E.S. Gillis and Mattie Gillis his wife, their heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of thirty three 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:

\$3300.00

Washougal, Wash. July 16th 1908

After one year and on or before the year after date, without grace, for value received, we or either of us promise to pay to E.S. Gillis and Mattie Gillis his wife, or order at Clarke Co. Bank, at Washougal, thirty three hundred dollars with interest from date at the rate of six per cent per annum, interest payable 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. If not so collected the interest to be added to and become part of the principal and the same to bear interest thereafter, until paid at the rate of 6 per cent per annum. Principal and interest payable in U.S. Gold Coin. And in case suit or action is commenced to enforce payment of this note or any portion thereof, we promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees in said action.

William S. Harvey

Emma Harvey

Now if the sums of money due upon said promissory note be paid according to the agreements expressed therein, 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 E.S. Gillis and Mattie Gillis, or their legal representatives 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 Harvey and Emma Harvey, their heirs and assigns.

In Witness Whereof we hereunto set our hands and seals this 16th day of July A.D. 1908

Executed in the presence of

F.B. Barnes

William S. Harvey (Seal)

G.S. Smith

Emma Harvey (Seal)

State of Washington

County of Clarke, ss. I, Fred B. Barnes, a Notary Public, do hereby certify that on this 16th day of July 1908 personally appeared before me William S. Harvey and Emma Harvey his wife, to me known as the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned. Given under my hand and official seal this 16th day of July 1908

(Notarial Seal)

Fred B. Barnes, Notary Public for Washington
residing at Camas, Wash

Filed for record by Washougal Dairy & Land Co. on July 20th 1908 at 1.15 P.M.

A. Fleischhauer
Co. Auditor