

Scales to Hamilton.

This Indenture Witnesseth, That Richard Scales and Jottie M. Scales, his wife in consideration of One thousand (\$1000.00) Dollars to me in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto Myrtle Hamilton the following-described premises, to-wit: Lots seventeen (17) eighteen (18) nineteen (19) and twenty (20) in block six (6) in the town of Stevenson as shown on the official plat of said town now on file and of record in the office of the Auditor of Skamania Co. Washington. 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 Myrtle Hamilton heirs and assigns forever.

This Conveyance is intended as a mortgage, to secure the payment of the sum of \$1000.00 One thousand Dollars, and the interest thereon in accordance with the tenor of a certain promissory note, of which the following is a copy to-wit:

\$1000.

Stevenson, Wash. Sept. 14th 1908.

Two years after date, for value received, we promise to pay to the order of Myrtle Hamilton One thousand 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.

Richard Scales

Jottie M. Scales

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 Myrtle Hamilton or her 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 Jottie M. Scales 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 14. day of Sept. A.D. 1908.

Signed, Sealed and Delivered in presence of)

Richard Scales (Seal)

E. P. Ash

Jottie M. Scales (Seal)

A. Fleischhauer.

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

I, A. Fleischhauer do hereby certify that on this 14 day of Sept. A.D. 1908, before me personally appeared Jottie M. Scales & Richard Scales, her husband 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 deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 14. day of Sept. A.D. 1908.

(Seal of Sup. Court)

A. Fleischhauer, Clerk of Superior Court,
Skamania County, Wash.

Filed for record by E.P. Ash on Sept 14, 1908 at 11:45 A.M.

A. Fleischhauer, County Auditor.

This Mortgage hereby been paid, as hereby cancelled, satisfied & discharged this 14th day of Aug. 1909
Attest: A. Fleischhauer, Co. Auditor. Myrtle Hamilton