

## Mason to Elsworth

This Indenture Witnesseth that S.A.Mason and Elmina Mason his wife, in consideration of One Hundred twenty Dollars to us in hand paid the receipt whereof is hereby acknowledged have bargained and sold and by these present do bargain sell and convey unto W.K.Elsworth the following described premises to-wit:

Ten acres land in the Northeast corner of the Northeast quarter of the Southeast quarter of Section twenty six in Township three North of Range eight East of W.M., more particularly described as beginning at the Northeast corner of the Southeast quarter of said Section running thence south six hundred feet, thence west six hundred feet, thence North six hundred feet, thence East six hundred feet to point of beginning. Together with tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining, to have and to hold the same with the appurtenance unto the said W.K.Elsworth his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of one hundred twenty dollars in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$120.00

Carson, Wash. Dec. 21st 1908

On or before one year after date for value received we promise to pay to the order of W.K. Elsworth one hundred twenty dollars with interest thereon payable annually at the rate of 8 per cent per annum from date until paid; 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 United States lawful money. And in case suit or action is instituted to collect this note or any portion thereof we promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees to be taxed as part of the costs of such suit for the use of plaintiffs attorney.

S.A.Mason

Elmina Mason

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 is made in the payment of the principal or interest as therein provided then the said W.K.Elsworth 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 overplus if any there be, pay over to the said S.A.Mason and wife, or their heirs and assigns.

In Witness Whereof we hereunto set our hands and seals this 21st day of December 1908

Signed, sealed and delivered in presence of

L.T.Smith

S.A.Mason (Seal)

R.A.Glandon

Elmina Mason (Seal)

State of Washington

County of Skamania, ss. I, L.T.Smith, do hereby certify that on this 21st day of Dec. 1908 before me personally appeared the within named S.A.Mason and Elmina Mason, his wife, to me known to be the individuals described in and who executed the within instrument and acknowledged 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 21st day of December 1908

(Notarial Seal)

L.T.Smith, Notary Public for State of Washington

residing at Carson in said County.

Filed for record by W.K.Elsworth on Febry 2nd 1909 at 3.45 P.M.

A Fleischhauer  
Co. Auditor

I have taken the within, and certify that it is a true and correct copy of the original as shown to me by the parties to the same.