

*Satisfied*  
Pg 26 BK I  
7-31-09

Carman to Hill

This Indenture Witnesseth that we, Tilman Carman and Sarah Carman, his wife, in consideration of seventeen hundred 00/100 Dollars to us in hand paid, the receipt whereof is hereby acknowledged have bargained and sold and by these presents do bargain, sell and convey unto H.M. Hill, the following described premises, to-wit:

The Southeast quarter of the Southwest quarter and the Southwest quarter of the southeast quarter of Section eighteen, Township two (2) North of Range five (5) East W.M., containing eighty acres; and the North half of the Northeast quarter of Section nineteen, Township two (2) North Range five (5) E.W.M., containing eighty acres. Together with tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining. To have and to hold the same with the appurtenances unto the said H.M. Hill, his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of seventeen hundred (\$1700.00) dollars and the interest thereon in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$1700.00

Washougal, Wash. July 28 1908

On or before ten years after date, without grace, for value received, we or either of us promise to pay to the order of H.M. Hill at Clarke Co. Bank, Washougal, seventeen hundred & 00/100 Dollars with interest thereon payable annually at the rate of six per cent per annum from date; 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 the interest is not paid when due it shall be compounded with the principal and bear like interest, principal and interest payable in U.S. Gold Coin, 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 attorneys fees to be taxed as a part of the costs of such suit for the use of plaintiffs attorney.

(Signed) Tilman Carman

(signed) Sarah Carman

Now if the sums of money due upon said promissory note be paid according to the agreements contained therein, 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 H.M. Hill 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 Tilman Carman and Sarah Carman, their 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 10th day of May 1909

Executed in presence of

T.S. Kepp

Tilma Carman (Seal)

G.S. Smith

Sarah Carman (Seal)

State of Washington

County of Clarke, ss. I, Thos S. Kepp, a Notary Public do hereby certify that on this 10th day of May 1909 before me personally appeared Tilman Carman and Sarah Carman (husband and 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 10th day of May 1909

(Notarial Seal) Thos S. Kepp, Notary Public in and for State of Washington  
residing at Washougal in said County

Filed for record by Thos S. Kepp on May 12th 1909 at 8.15 A.M.

A. Fleischhauer  
Co. Auditor

1.05