

John F. Sweeney & wife to Fred Hamilton.

This Indenture Witnesseth that we, John F. Sweeney and Mary E. Sweeney his wife, in consideration of our hundred Dollars to us paid in hand, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto Fred Hamilton the following described premises, to-wit: Beginning at the NE corner of the H. Shepard D.L. Claim said point being situated 15.75 chains E and 20.98 chains N of  $\frac{1}{4}$  section corner to sec. 1 & 36 Tp. 2 N T 3 N R 7 E. thence S 19.72 chs. Thence S.  $65^{\circ}30'$  W 8.95 chs. thence W 9.205 chs. thence N  $17^{\circ}07'$  W 24.52 chs. thence E to place of beginning; also commencing at the SW corner of the NW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Sec. 36 tp. 3 N. R. 7  $\frac{1}{2}$  E. W. M., running thence W to the intersection with the E line of the H. Shepard D. L. C, thence south along said E line to present Co. Road, thence in a Northeast direction along said Co. Road to a point direct south from point of beginning, thence North to point of beginning, in Skamania County, State of Washington, containing 40 acres, together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the same with the appurtenances unto the said Fred Hamilton, his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of Four 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:

\$400.00

Stevenson, Wash. May 9th 1907.

On or before July 9th 1907 for value received we promise to pay to Fred Hamilton or order, the sum of Four Hundred dollars, with interest at the rate of 8 per cent. per annum. 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 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 attorney's fees, to be taxed as part of such suit for the use of plaintiff's attorney.

J.F. Sweeney  
Mary E. Sweeney

Now if the sum of money due upon said promissory note be paid according to the agreements herein expressed this conveyance shall be void, but in case default be made in the principal or interest as therein provided then the said Fred Hamilton 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 J.F. Sweeney, his heirs and assigns.

Witness our hands and seals this 9 day of May 1907.

Executed in the presence of

A. Fleischhauer  
C.C. Thayer.

J. F. Sweeney.

Mary E. Sweeney.

State of Washington,)  
County of Skamania, )

I, the undersigned authority do hereby certify, that on this 9 day of May A.D. 1907, personally appeared before me J.F. Sweeney and Mary E. Sweeney, 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.

Witness my hand and official seal the day and year in this certificate first above written.

(Seal of Sup. Court)

A. Fleischhauer,

Clerk of Superior Court,  
Skamania County, Wash.

Filed for record by R.M. Wright on June 15, 1907 at 10:30 A.M.

A. Fleischhauer,

Co. Auditor.

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