

This Indenture Made this and entered into this 1st day of November A.D.1909 by and between Walter J.Dolph and Susannah Dolph his wife of Napavine in the County of Lewis and State of Washington, parties of the first part and John Miles of the same County, party of the second part; Witnesseth: That the said parties of the first part for and in consideration of the sum of twenty five hundred dollars gold coin of the United States paid by the said party of the second part the receipt whereof is hereby acknowledged, have granted bargained and sold and by these presents do grant bargain, sell and convey unto the said party of the second part and unto his heirs and assigns forever, the following described tract or parcel of land in Skamania County State of Washington bounded and particularly described as follows:
 The Northwest quarter of Section eleven in Township three, ^{of Range six East} North of the Willamette meridian in Washington, containing one hundred and sixty acres according to Government survey in the general land office together with all timber and improvements thereon and together with the appurtenances thereunto belonging or in anywise appertaining To have and to hold the said premises unto the said party of the second part and unto his heirs and assigns forever. And the said parties of the first part hereby covenant to and with the said party of the second part that they are owners in fee simple of said premises that they are free from all incumbrances whatever and that they will warrant and defend the title thereto against all lawful claims, whatsoever.
 Provided always and these presents are made upon the express condition that if the said parties of the first part shall and truly keep and perform all and singular the stipulations and covenants hereinafter set forth then this instrument shall become null and void and the estate hereby created shall cease and determine, otherwise to be and remain in full force.

First: That said parties of the first part shall pay or cause to be paid one certain promissory note in the words and figure following to-wit:

\$2500.00

Lewis County Washington November 15, 1909

Three years from date for value received with privilege of paying off in full at any time by paying six full months interest beyond what is actually due at the time such payment, we promise to pay to John Miles of Chehalis Washington or order twenty five hundred dollars gold coin of the United States of America of the present standard value, together with interest thereon in like gold coin at the rate of ten (10) per cent interest per annum from date until fully paid. Such interest to be payable semi-annually and unless so paid to become part and parcel of the principal to be added thereto and to bear like interest. And in case suit or action is, at any time, instituted to collect this note or any portion thereof we promise to pay five per cent additional as attorneys fee in such suit or action.

Walter J. Dolph

Susannah Dolph

second. That said parties of the first part shall pay all taxes and assessments to whomsoever assessed or which shall hereafter be levied or assessed, whether on said real estate or on any interest therein or on the note or debt secured thereby, before the same shall become delinquent or if not paid the said party of the second part or his heirs successors or assigns may declare the whole sum of money hereby secured due and collectible or may elect to pay such taxes or assessments and be entitled to interest on the same at the rate of twelve per cent per annum, and this instrument shall stand security for the amount so paid with said interest.

Third. That said parties of the first part agree to keep buildings fences and other improvements on said land in good repair and not commit or suffer any waste, especially the cutting of timber, except for use on the place, or in any wise impair the value of the security.

Fourth. In case of default of said parties of the first part in the payment of any part of the principal sum or any installment of the interest in said note provided for, within ten days