

thereunto belonging.

This Conveyance is intended as a Mortgage to secure the payment of Four thousand seven hundred and fifty Dollars, gold coin of the United States, together with interest thereon in like gold coin at the rate of seven per cent. per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date Sept. 3rd 1909, made by Olive Murphy Ballard et al payable to the order of Rosa Walther and Emile Walther and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default be made in the payment of the principal or interest of said promissory note, or any part thereof, when the same shall become due and payable, according to the terms and conditions thereof, then the said parties of the second part their executors, administrators and assigns, are hereby empowered to sell the said premises, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, to retain the whole of said principal and interest, whether the same shall be then due or not, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said parties of the first part, their heirs or assigns. And in any suit or other proceeding that may be had for the recovery of said principal sum and interest, on either said note or this mortgage, it shall and may be lawful for the said parties of the second part, their heirs, executors, administrators or assigns, to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit, the sum of Blank dollars in gold coin (or in case of settlement or payment being made after suit has been commenced, and before the final decree has been entered thereon, an attorney's fee of blank dollars in gold coin shall be taxed as part of the costs in such suit), as well as all payments that the said parties of the second part, their heirs, executors, administrators or assigns, may be obliged to make for themselves or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

In Witness Whereof, The said parties of the first part have hereunto set our hands and seals the day and year first above written.

Signed, Sealed and Delivered in
the Presence of

Ira V. Wilson

Mamie F. Stevenson.

Olive Murphy Ballard	(Seal)
Roy P. Ballard	(Seal)
Roy A. Wilson	(Seal)
Anne Quigley Wilson	(Seal)
H. Logan Geary	(Seal)
Jessie Ballard Geary	(Seal)

State of Washington, }
County of King. } ss.

This is to Certify, That on this Tenth day of September A.D. 1909 before me, Myron M. Grout, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Olive Murphy Ballard, Roy P. Ballard, Roy A. Wilson, Anne Quigley Wilson, H. Logan Geary, Jessie Ballard Geary 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.

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

(NOTARIAL)
(SEAL)

M. M. Grout,

Notary Public in and for the State of
Washington, residing at Seattel.

Filed for record by Emile Walther on May 23, 1910 at 8:15 A.M.

A. Fleischhauer,
Co. Auditor.

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