

SMITH TO EVANS.

THIS INDENTURE WITNESSETH, That G.S. Smith, and Mabel L. Smith, husband and wife, of Washougal, County of Clarke, State of Washington in consideration of Five Hundred & 00/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold, and conveyed, and by these presents do bargain, sell and convey unto J.H. Evans, of same place, the following described premises, to wit:

The West one-half ($\frac{1}{2}$) of the North-east quarter ($\frac{1}{4}$) and the West half ($\frac{1}{2}$) of the Southeast quarter ($\frac{1}{4}$) of Section Seven (7) in Township two (2) North of Range Five (5), east of Willamette Meridian, containing one hundred and sixty acres. Together with tenements, heritaments, and appurtenances thereunto belonging or in any wise appertaining. To Have and to Hold the same with the appurtenances unto the said J.H. Evans his heirs and assigns forever.

This Conveyance is intended as a mortgage to secure the payment of the sum of Five Hundred & 00/100 Dollars, and the interest thereon in accordance with the tenor of a certain promissory note, of which the following is a copy, to wit:

\$500.00

Vancouver, Wash., August 7th, 1909

G.S. Smith and Mabel L. Smith, husband and wife for value received, promise to pay to the order of J.H. Evans, one year after the date hereof, Five Hundred & 00/100 Dollars with interest thereon payable annually at the rate of eight per cent per annum from date; 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 therewith, 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 attorney's fees, to be taxed as a part of the costs of such suit, for the use of plaintiff's attorney. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

G.S. Smith

Mabel L. Smith

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 be made in the payment of the principal or interest as therein provided, then the said J.H. Evans, 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 G.S. Smith and Mabel L. Smith, husband and wife, 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 7th seventh day of August A.D. 1909.

Executed in the presence of

G.S. Smith (Seal)

Mabel L. Smith (Seal)

State of Washington,)
County of Clarke,) ss

I, D.L. Russell do hereby certify that on this seventh day of August A.D. 1909, before me personally appeared G.S. Smith and Mabel L. Smith husband and

I hereby cancel this within Mortgage same having been fully paid. August 30th 1912 J. H. Evans
Attested: A. Fleischhauer Esq. Auditor By E. Swisher Deputy