

This conveyance is intended as a mortgage to secure the payment of seven hundred and fifty dollars gold coin of the United States together with interest thereon in like gold coin at the rate of 7 per cent per annum from date until paid, according to the terms and conditions of a certain promissory note made by Charles D. Pease and Melissa M. Pease payable to the order of Rose 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 be due and payable according to the terms and conditions thereof, then the said party of the second part her executors administrators or assigns are hereby empowered to sell the said premises 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 whether the same shall then be 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 party making such sale on demand to the said parties of the first part their heirs or assigns. And in any suit or other proceedings that may be had for the recovery of said principal sum and interest on either said note or this mortgage it shall be lawful for the said party of the second part her heirs executors administrators or assigns to include in the judgment that may be recovered counsel fees and charges of attorneys employed in such foreclosure suit as well as all payments that the said party of the second part her heirs executors administrators or assigns may be obliged to make for her own or their security by insurance or on account of any taxes, charges, assessments or incumbrances whatsoever on the said premises or any part thereof.

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

Signed, sealed and delivered in presence of

Frank A. Chase

Charles D. Pease (Seal)

Erwin H. Melius

Melissa M. Pease (Seal)

State of Washington

County of Spokane, ss. This is to certify that on this 9th day of October 1909 before me,

the undersigned, a Notary Public in and for said county and state personally appeared the within named Charles D. Pease and Melissa M. Pease 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.

My commission expires Mar. 7th 1911

Frank A. Chase, Notary Public for State of Washington

(Notarial Seal)

residing at Spokane, Wash.

Filed for record by Hood River Banking Co. on Oct. 12th 1909 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

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