

This Indenture Witnesseth, THAT Jeff Nix and Nora Nix his wife, Mortgagors in consideration of three hundred eighty five and 25/100 Dollars to them in hand paid, the receipt whereof is hereby acknowledge, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto Najib Doumitt the following-described premises to-wit:

Lots number one, two, three and four of section thirty-one township three north of range eight east of willamette in Skamania County, Washington, excepting therefrom the right of way sold to the Spokane, Seattle Railway Company.

Subject to mortgage for \$500 to bank of Stevenson recorded in book I of mortgages page 448 records of Skamania County, Washington.

Together with tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining to have and to hold the same, with the appurtenances, unto the said Najib Doumitt his heirs and assigns forever.

THIS CONVEYANCE is intended as a mortgage, to secure the payment of the sum of three hundred eighty five and 25/100 Dollars, and the interest thereon, in accordance with the tenor of a certain promissory note, of which the following is a copy to-wit:  
\$385.25 Stevenson Wash, January 24th. 1913.

On or before one year after date for value received I promise to pay to the order of Najib Doumitt three hundred eighty five and 25/100 Dollars with interest thereon payable Semi-annually at the rate of 10 percent 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 lawful money of the United States.

and in case suit is instituted to collect this note, or any portion thereof I 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 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.

Jeff Nix  
Nora Nix

Now if the sum of money due upon said promissory note be according to the agreement herein expressed, this conveyance shall be void: but in case default be made in the payment of the principal or interest as therein provided, then said Najib Doumitt or his legal representative may sell the premises above described, 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 retain the said principal and interest together with the costs and charges of making such sale together with attorneys fees and such other charges as may be necessary to make for the protection of this mortgage and the surplus, if any there be, pay over to said mortgagors 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 24th day of January A.D. 1913.

Jeff Nix Seal  
Nora Nix Seal

Signed sealed and delivered in the presence of  
W.F. Bevans }  
Geo. Falls } Witnesses

*I hereby acknowledge full payment of the within mortgage and hereby release the same. Najib Doumitt Sept. 18th 1914*  
*Attest: H. Lewis H. Lewis Colquhoun Deputy*