

NICHOLSON TO PETERSON & RABENAU.

THIS INDENTURE Witnesseth That W.M.Nicholson and Cleo Nicholson his wife, in consideration of One Hundred Dollars to them paid in hand, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain sell and convey unto Pete Peterson and Chas., Rabenau the following described premises to-wit: Lots #31 and 32 of Block 6 of the Town of Stevenson, in Skamania County, Washington, as shown on the official plat of said Town on file in the office of the Auditor in and for said County and State in Skamania County, State of Washington together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the same with the appurtenances unto the said Pete Peterson and Chas. Rabenau their heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of One Hundred (\$100.00) dollars, and the interest thereon, in accordance with the tenor of a certain promissory note of which the following is a copy, to-wit:

\$100.00

Stevenson, Wash., Jan., 31st 1913.

On or before one year after date for value received we promise to pay to Pete Peterson and Chas., Rabenau or order, the sum of One Hundred dollars with interest at the rate of six per cent. per annum. If the interest is not paid when due it shall be compounded with the principal and bear like interest, principal and interest payable in United States 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 part of such suit, for the use of plaintiff's attorney.

W.M. Nicholson
Cleo Nicholson

Now if the sum of money due upon said promissory note be paid according to the agreements herein expressed this conveyance shall be void, but in case default be made in the principal or interest as therein provided then the said Pete Peterson and Chas. Rabenau or their 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 overplus, if any there be, pay over to the said W.M. Nicholson, his heirs and assigns.

Witness our hands and seals this 31st day of January 1913.

Executed in the presence of

W.M. Nicholson

Cleo Nicholson

R.M. Wright.

State of Washington,)
County of Skamania) ss

I, R.M. Wright, a Notary Public, do hereby certify that on this 31st day of January A.D. 1913, personally appeared before me W.M. Nicholson and Cleo Nicholson, husband and wife to me known to be the individuals described in and who executed the within instruments, and acknowledged 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)

R.M. Wright
Notary Public for the State of Washington
residing at Stevenson, Wash.

Filed for record by Pete Peterson on Feb. 1, 1913 at 1:30 P.M.

H. Swisher,

Co. Auditor.