

City of Washington, }  
District of Columbia. } ss.

I, the undersigned, a Notary Public for the District of Columbia, fully commissioned and sworn, hereby certify that on this 29th day of November, 1916, before me personally appeared Samuel Herrick, to me known to be the person described in and who executed the within instrument in writing, and acknowledged that he signed and sealed the same as his free and voluntary act and deed.

Witness my hand and official seal the day and year above written.

(Notarial Seal)

Geo. E. Terry.  
Notary Public D.C.

My commission Expires March 2, 1921.

✓ Filed for record by Hayes & Hayes, on Jan. 2, 1917, at 9 A.M.

*Chas. H. Nellor*  
County Auditor.

BENHAM TO HAYES & HAYES, BANKERS.

THIS INDENTURE, Made on this 21st day of December, A.D. One thousand nine hundred and sixteen, by and between Henry A. Benham and Annie Benham husband and wife, of Aberdeen, County of Grays Harbor, in the State of Washington, parties of the first part, and Hayes & Hayes, Bankers, of Aberdeen, County of Grays Harbor, in the State of Washington, for party of the second part;

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Three Thousand Five Hundred (\$3500.) Dollars, to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents, grant, bargain and sell, convey and confirm unto the said party of the second part, its successors and assigns, the following described lot, tract, or parcel of land, lying and situate in the county of Skamania and State of Washington, to wit: The northeast quarter (NE $\frac{1}{4}$ ) of Section One (1) Township Ten (10) North, Range Six (6) East W.M.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular, the rights, privileges, appurtenances, and immunities thereunto belonging, or in anywise appertaining unto the said part of the second part, and unto its successors and assigns forever, the said first parties hereby covenanting that they are lawfully seized of an indefeasible estate, in fee simple, in the premises herein conveyed, that they have good right to convey the same; that the said premises are free and clear of any incumbrance done or suffered by them or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of one certain Promissory note bearing even date herewith, executed by first parties, payable to the order of second party, for the principal sum of \$3500.; payable on demand, bearing interest at the rate of eight per cent, PER ANNUM.

NOW IF THE CONDITIONS of the above obligation are well and truly paid, then these presents shall be void, if such payments be made according to the tenor and effect thereof but in case default be made in the payment of the principal or interest as herein provided then the said party of the second part its successors and assigns, are hereby empowered

*Satisfied*  
BK 4  
Pg 489