

HENRY A. BENHAM ET UX TO HAYES & HAYES, BANKERS

THIS INDENTURE, MADE ON THIS 23RD DAY OF MARCH A.D. ONE THOUSAND NINE HUNDRED AND TWENTY-ONE 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, A CROPORATION OF ABERDEEN COUNTY OF GRAYS HARBOR, IN THE STATE OF WASHINGTON, PARTY OF THE SECOND PART:

WITNESSETH: THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF THREE THOUSAND THREE HUNDRED (\$3300) 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<sup>1</sup>/<sub>4</sub>) 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 PARTY 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, 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 ON DEMAND TO THE ORDER OF SECOND PART, FOR THE PRINCIPAL SUM OF \$3300., 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 TO SELL THE SAID PREMISES, 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, TO RETAIN THE SAID PRINCIPAL AND INTEREST, TOGETHER WITH THE COSTS AND CHARGES OF MAKING SUCH SALE, AND A REASONABLE SUM FOR ATTORNEY'S FEES; 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.

IN WITNESS WHEREOF, THE PARTIES OF THE FIRST PART HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED AND SEALED IN PRESENCE OF

W. M. HATCH

H. A. BENHAM (SEAL)

ANNIE BENHAM (SEAL)

*Satisfactions recorded 28<sup>th</sup> of May.  
page 160, May 11, 1927.  
B. C. C. Hughes  
Co. Auditor*