

David H. Gary

to

Frank Kiernan.

Know all men by these presents, that I, David H. Gary, of Washougal, County of Clarke, State of Washington, the party of the first part, for and in consideration of the sum of One Hundred and Forty-five Dollars (\$145.00), to me in hand paid by Frank Kiernan, of Portland, Oregon, the party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, assign, transfer and set over unto the said party of the second part a certain Indenture of Mortgage bearing date the 25th day of February, A.D. 1895, made and executed by Eugene L. Mandeville and Delia W. Mandeville, his wife, mortgagors, to me David H. Gary, mortgagee, and recorded on the 2d day of March, A.D. 1895, in Book "E" of Mortgages, at page 240, in the office of the County Auditor of the County of Skamania, State of Washington, given to secure the payment of a promissory note of even date therewith for the sum of \$100, with interest thereon at the rate of 10 per cent. per annum, made by the said mortgagors in favor of the said mortgagee, upon the following described real property, to wit:

Lots three (3) and four (4) and the East half of the Southwest quarter of Section seven (7), in Township two (2) North of Range five (5) East of the Willamette meridian, containing one hundred and sixty-eight and 40/100 acres, and situate in the County of Skamania, and State of Washington. Together with the said promissory note therein described, and the money due and to become due thereon, with the interest.

And the said party of the first part does hereby make, constitute and appoint the said party of the second part his true and lawful attorney, irrevocable, in his name or otherwise, but at the proper costs and charges of the said party of the second part, to have, use, and take all lawful ways and means for the recovery of the said money and interest, and in case of payment to discharge the same as fully as the said party of the first part might or could do if these presents were not made.

That there is now due upon said note and mortgage the sum of \$100.00 with interest from the 25th day of February, 1895, at the rate of 10 per cent. per annum, amounting in all to the sum of \$145.00.

In witness whereof, the said party of the first part has hereunto set his hand and seal this 24th day of August, A.D. 1899.

Executed in the presence of

Thos. Meierberg

Thomas H. Ward.

State of Oregon

County of Multnomah

} ss.

David H. Gary.

