

Satisfied

Pg 237 BK 1
5-9-10

Nellie McM Pease to George Sandell

This Indenture Witnesseth that we, Nellie McM Pease and Lute Pease her husband, in consideration of seven Hundred Dollars to us in hand paid the receipt whereof is hereby acknowledged, have bargained and sold and by these Presents do bargain, sell and convey unto George Sandell the following described premises to-wit,

The south half of the Northwest quarter of the Northeast quarter of Section twenty-one (21) in Township three (3) North of Range ten (10) East of Willamette Meridian, containing 20 acres. Together with tenements, hereditaments and appurtenances thereunto belogn ing or in anywise appertaining/to have and to hold the same with the appurtenances unto the said George Sandell his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of seven hundred dollars and the interest thereon in accordance with the tenor of a certain promissory note, of which the following is a copy, to-wit:

\$700.00

Stevenson Wash. May 4th 1908

On or before two years after date, for value received, we promise to pay to the order of George Sandell Seven hundred dollars with interest thereon payable annually at the rate of 6 per cent per annum from date; and of not to 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 United States lawful money. 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 attorneys fees to be taxed as a part of the costs of such suit for the use of plaintiffs attorney. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

Nellie McM Pease

Lute Pease

Now if the sums of money due upon said promissory note be paid according to the agreements therein expressed this conveyance shall be void, but in case default be made in the payment of the principal or interest as therein provided, then the said George Sandell or his 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 Nellie McM Pease and Lute Pease, 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 4th day of May 1908

Signed, sealed and delivered in presence of

A. Fleischhauer

Nellie McM Pease (Seal)

F. W. Dehart

Lute Pease (Seal)

State of Washington

County of Skamania, ss. I, the undersigned authority do hereby certify that on this 4th day of May 1908 before me personally appeared Nellie McM Pease and Lute Pease, her husband, to me known to be the individuals described in and he executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 4th day of May 1908

A. Fleischhauer, Clerk of Superior Court

(Sup. Court Seal)

Skamania County, Wash.

Filed for record by G. Sandell on May 4th 1908 at 11.10 A.M.

A. Fleischhauer, Co. Auditor