

tative 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 surplus if any there be pay over to the said Clendenings, their heirs and assigns.

In Witness Whereof we hereunto set our hands and seals this 4th day of Sept. 1908

Executed in the presence of

E.D. Powell

W.P. Rauch

Edward Clendening (Seal)
G.B. Clendening (Seal)
Mary Clendening (Seal)

State of Washington

County of Klickitat, ss. I, W.P. Rauch, a Notary Public for the State, do hereby certify that on this 4th day of September 1908 personally appeared before me Edward Clendening, G.B. Clendening and Mary Clendening, his wife, to me known as the individual described in and who executed the within instrument and acknowledged that he 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 September 1908

(Notarial Seal)

W.P. Rauch, Notary Public for Washington

residing at Cliffs, Wash.

Filed for record by W.R. Hudson on Oct. 2nd 1908 at 1.15 P.M.

A. Fleischhauer
Co. Auditor

Satisfied

Pg 638 BK N
9-16-10

Kirwin to Sandell

This indenture witnesseth that I, John C. Kirwin a single man and Catherine Kirwin (mother) in consideration of One thousand two hundred (\$1200.00) Dollars to us in hand paid the receipt whereof is hereby acknowledged have bargained and sold and by these presents do grant, bargain sell and convey unto George Sandell the following described premises, to-wit:

The Southeast quarter of the Northwest quarter of the Northwest quarter of Section twenty-one (21) in Township three (3) North of Range ten (10) East of W.M., containing 10 acres.

Together with tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold 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 One thousand two hundred Dollars and the interest thereon in accordance with the tenor of 2 certain promissory notes of which the following are copies, to-wit:

\$200.00

Underwood, Wash. Sept. 21st 1908

On or before one year from date for value received we promise to pay to the order of George Sandell two hundred dollars with interest thereon payable annually at the rate of 7 per cent per annum from date; and if not so 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 lawful money of the United States. And in case suit or action 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

(copy)

John C. Kirwin

Catherine Kirwin