

Satisfied
Pg 126 BK M
9-24-13

Scott to Sandell.

This Indenture Witnesseth, That we, Thomas J. Scott and Emma M. Scott, his wife, parties of the first part, for and in consideration of the sum of Eleven Hundred Dollars to us in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed and by these presents do bargain, sell and convey unto George Sandell and unto his heirs, party of the second part, the following described premises in Skamania Co. Washinton, to-wit:

The North half of the Northwest quarter of the Northeast quarter of Section 21, Township three North Range ten E.W.M. Together with tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the same with the appurtenances unto the said George Sandell and unto his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of eleven hundred ~~##~~ dollars in accordance with the tenor of a certain promissory note of which the following is substantially a copy, to-wit:

\$1100.00 Hood River, Ore. October 21, 1908

On or before five years after date without grace I promise to pay to the order of George Sandell eleven hundred Dollars, in Gold Coin of the United States of America of the present standard value, with interest thereon in like Gold Coin at the rate of 6 per cent per annum from date until paid for value received. Interest to be paid annually 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. And in case suit or action is instituted to collect this note or any portion thereof I promise and agree to pay in addition to the costs and disbursements provided by statute, such additional sum in like Gold Coin as the Court may adjudge reasonable for attorneys fees to be allowed in said suit or action.

signed) Thomas J Scott

Emma M. Scott

Now, if the sums due upon said instrument shall be paid according to the agreements therein expressed, this conveyance shall be void, but in case default shall be made in the payment of the principal or interest as above provided, then the said George Sandell and his legal representative may sell the premises above described 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, retain the said principal and interest together with the costs and charges of making such sale and a reasonable sum as attorneys fees and the overplus, if any there be, paid over to the said Thomas J. Scott and Emma M. Scott, their heirs and assigns, and the said parties of the first part for their heirs, executors, administrators, do covenant and agree to pay the said party of the second part, their executors, administrators or assigns the said sum of money as above mentioned.

Witness our hand and seal this 21 day of October A.D. 1908

Done in the presence of

David H. Turner

Thomas J. Scott (Seal)

A. W. Onthank

Emma M. Scott (Seal)

State of Oregon

County of Hood River, ss. This certifies that on this 21st day of October 1908 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Thomas J. Scott and Emma M. Scott, his wife, known to me to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same.

In Testimony whereof I have hereunto set my hand and notarial seal the day and year last above written. (My commission expires June 7, 1909)

(Notarial Seal)

Alton W. Onthank

Notary Public for Oregon

Filed for record by George Sandell on Oct. 22nd 1908 at 2.30 P.M.

A. Fleischhauer
Co. Auditor

1.05