

Satisfied

Pg 286 BK 1

6-3-10

Smith to Sandell

This Indenture Made this 31st day of October 1908 Between Myron S. Smith, party of the first part, and George Sandell, party of the second part, Witnesseth that the said party of the first part for and in consideration of the sum of twelve hundred and seventy five (\$1275.00) dollars gold coin of the United States, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell convey and confirm unto the said party of the second part and to his heirs and assigns the following described tract parcel or piece of land lying and being in the county of Skamania, State of Washington and particularly described as follows:

The East half (E $\frac{1}{2}$) of the Northeast quarter of the Northwest quarter of Section twenty-one (21) in Township three (3) North of Range ten (10) East Willamette Meridian, containing 20 acres more or less. Together with all and singular the tenements hereditaments and appurtenances thereunto belonging.

This conveyance is intended as a mortgage to secure the payment of twelve hundred and seventy five dollars gold coin of the United States, together with the interest thereon in like gold coin at the rate of 7 per cent per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date----- made by Myron S. Smith payable to the order of George Sandell, and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default be made in the payment of the principal or interest of said promissory note, or any part thereof when the same shall become due and payable according to the terms and conditions thereof, then the said party of the second part, his heirs, executors administrators and assigns are hereby empowered to sell the said premises with all and every of the appurtenances on 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 whether the same shall then be due or not, together with the costs and charges of making such sale and the overplus if any there be, shall be paid by the said party making such sale, on demand, to the said party of the first part his heirs and assigns. And in any suit or proceedings that may be had for the recovery of said principal sum and interest on either said note or this mortgage, it shall and may be lawful for the said party of the second part, to include in the judgment that may be recovered, reasonable counsel fees and charges of attorneys and counsel employed in such foreclosure suit, as well as all payments that the said party of the second part his heirs executors administrators or assigns may be obliged to make for himself or their security by insurance or on account of any taxes, charges, incumbrances whatsoever on the said premises or any part thereof.

In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

E.C. Hamilton

Myron S. Smith (Seal)

Lettie B. Cash

State of Washington

County of Skamania, as. This is to certify that on this 31st day of October 1908 before me, W.F. Cash, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Myron S. Smith, to me known to be the individual described in and who executed the within instrument and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.