

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 Otho H. Miller and Mollie M. Miller, their heirs and assigns. Witness our hands and seals this 19th day of November 1908

Executed in the presence of

F.F. Foster
Geo. E. O' Bryon
Otho H. Miller
Mollie M. Miller

State of Washington

County of Skamania, ss. I, Geo. E. O' Bryon do hereby certify that on this 19th day of November A.D. 1908 personally appeared before me Otho H. Miller and Mollie M. Miller husband and wife, to me known to be the individuals described in and who 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.

Witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)
Geo. E. O' Bryon, Notary Public in and for
the State of Washington, residing at Stevenson, Wash

Filed for record by O. H. Miller on Nov. 19th 1908 at 1.15 P.M.

A. Fleischhauer
Co. Auditor

Satisfied

*Pg 8 Bk K
1-16-11*

Smith et al to Gilman.

This Indenture Witnesseth that P. J. Smith (single) and C. J. Standish (single) of the County of Morrow State of Oregon, for and in consideration of the sum of Sixteen hundred and forty-eight Dollars (\$1648.00) to me in hand paid, the receipt whereof is hereby acknowledged have granted bargained and sold and by these presents do grant, bargain sell and convey unto ##### D. E. Gilman of the County of Morrow State of Oregon the following described premises situated in Skamania County State of Washington, to-wit:

East half of the Southeast quarter of Section twenty-five (25) Township three (3) North of Range eight (8) East of W.M., Together with the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the same with the appurtenances unto the said said D. E. Gilman, heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of sixteen hundred and forty eight Dollars (\$1648.00) in accordance with the terms of a certain promissory note of which the following is substantial a copy:

\$500.00
Heppner Oregon, Oct. 15 1908

One year after date without grace I promise to pay to the order of D. E. Gilman five hundred dollars for value received, with interest after date at the rate of 10 per cent per annum until paid. Interest due and payable annually and when not so paid both principal and interest shall immediately become due and collectable. Principal and interest payable in U.S. Gold Coin, at Heppner, Ore. and in case suit or action is instituted to collect this note or any portion thereof I promise to pay such additional sum as the court may adjudge reasonable as attorneys fees in said suit or action.

P. J. Smith
C. J. Standish

\$500.00
Heppner Oregon Oct. 15 1908

2 years after date without grace I promise to pay to the order of D. E. Gilman five hundred dollars