

dQCH

Miller to Sandell

This Indenture Witnesseth that I, Fred H. Miller, single man, party of the first part for and in consideration of the sum of fourteen hundred dollars to me 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, party of the second part, the following described real property in Skamania County, Washington, to-wit:

The west half of the Northwest quarter of the Northwest quarter of Section 21, Township three North of Range ten East W.M., according to government survey. 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 his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of fourteen hundred dollars in accordance with the tenor of a certain instrument of writing of which the following is substantia a copy, to-wit:

\$1400.00 Hood River, Oregon, Nov 14th 1908

On or before five years after date without grace I promise to pay to the order of George Sandell at the office of the Butler Banking Company, Hood River Oregon Fourteen 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 7 per cent per annum until paid, for value received. Interest to be paid annually and if not so paid the whole sum of both principal and interst to become immediately due and coollectable 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 to pay in addition to the costs and disbursements provided by law, such additional sum as the Court may adjudge reasonable for attorneys fees to be allowed in said suit or action.

signed Fred H. Miller

Now if the sums of money due upon said promissory note shall be paid according to the agreements contained therein, this conveyance shall be void, but in case default is made in payment of the principal or interest as above provided, then the said George Sandell and his legal representatives 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 a reasonable sum as attorneys fees, and the overplus if any there be, paid over to the said Fred H. Miller or his heirs or assigns, and the said party of the first part for his heirs, administrators and executors do covenant and agree to pay to the said party of the second part his heirs executors administrators or assigns the said sum of money above mentioned.

Witness my hand and seal this 14th day of November A.D. 1908

Done in presence of

J. Otten

Fred H. Miller (Seal)

A. W. Onthank

State of Oregon

County of Hood River, ss. This certifies that on this 14th day of November 1908 before me, the undersigned, a notary Public in and for said County and State, personally appeared the within named Fred H. Miller, single man, known to me to be the identical person described in and who executed the within instrument and acknowledged that he executed the same.

In Testimony Whereof I have hereunto set my hand and notarial Seal the day and year last written.

(Notarial Seal)

Alton W. Onthank, Notary Public for Oregon

Filed for record by Geo. Sandell on Nov. 24th 1908 at 3.30 P.M.

A. Fleischhauer
Co. Auditor

Original from George Sandell to Adeline Wright
1896 - 1908

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