

Public in and for said County, personally came the above named J.H.Sly and Delia Sly known to me to be the persons named in and who executed the above instrument and acknowledged that they executed the same for the intents and purposes therein mentioned.

(Notarial Seal)

Ellen L. Moiles, Notary Public

Roscommon County, Mich.

Filed for record by A.C.Sly on Febru 20th 1909 at 3.30 P.M.

A. Bleischhauer

Co. Auditor

0.45

Satisfied
Pg 199 BK 1 8-18-10

Olmstead to Andrews.

This Indenture Witnesseth that Henry Olmstead and Ida B. Olmstead, in consideration of Six hundred Dollars to us in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto Amelia Andrews the following described premises, to-wit:

Beginning at a point 48 rods south of the Northwest corner of the Northeast quarter of the Northeast quarter of Sec. 29, Tp. 3 N. R. 8 E. W. M., running thence South to the Southwest corner of the Northeast quarter of the Northeast quarter of said above section, thence East, north, and northwest along the present County Road to place of beginning, containing one and one half acre more or less. Together with tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining, to have and to hold the same with the appurtenances unto the said Amelia Andrews, heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of a sum of Six hundred dollars and the interest thereon in accordance with the tenor of a certain promissory note of which the following is a copy, to-wit:

\$600.00

Carson, Wash. Febr. 8th 1909

On or before one Year after date, for value received, we promise to pay to the order of Amelia Andrews Six Hundred Dollars with interest thereon payable quarterly at the rate of 10 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 thereof. If the interest is not paid when due it shall be compounded with the principal and bear like interest, principal and interest payable in U.S. Gold Coin. And in case suit 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 part of the costs of such suit for the use of plaintiffs attorney. It is specially agreed and consented that a deficiency judgment may be taken in a suit upon this note.

Henry Olmstead

Ida B. Olmstead

Now if the sums of Money due upon said promissory note be paid according to the agreements therein expressed, this conveyance shall be void; but in case default be made in the payment of the principal or interest as therein provided, then the said Amelia Andrews or her legal representative may sell the premises above described with every and all 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 over plus if any there be, pay over to the said Henry Olmstead, his heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.