

Satisfied

Pg 612 BR m

Sandell to La Barre

255

This Indenture Witnesseth that I, George Sandell a single man, in consideration of eight hundred (\$800.00) dollars to me in hand paid, the receipt whereof is hereby acknowledged, have bargained and sold and by these presents do grant, bargain, sell and convey unto the said Clarke A. La Barre the following described real estate situated in the County of Skamania State of Wash. to-wit: The South half of the Southeast quarter of the Northeast quarter and the Southeast quarter of the Southwest quarter of the Northeast quarter of Section twenty-eight in Township two North of Range five East of Willamette Meridian. Together with tenements hereditaments and appurtenances thereunto belowning or in anywise appertaining. To have and to hold the same with the appurtenances unto the said Clarke A. La Barre his heirs, and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of eight 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:

\$800.00

Stevenson Wash. May 24th 1910

On or before five years after date for value received I promise to pay to the order of Clarke A. La Barre eight hundred (\$800.00) dollars with interest thereon payable annually at the rate of 7 per cent per annum from date and if not so paid the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. If the interest is not paid when due it shall be compounded with the principal and bear like interest therewith, principal and interest payable in U.S. Gold Coin. And in case suit 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 to be taxed as part of the costs of such suit for the use of plaintiffs attorney. It is specially understood and consented that a deficiency judgment may be taken in a suit upon this note.

George Sandell.

Now if the sums of money due upon said instrument 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 therein provided, then the said Clarke A. La Barre or his legal representative 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 the surplus if any there be, pay over to the said George Sandell his heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.

In Witness Whereof I have hereunto set my hand and seal this 24th day of May 1910

Signed, sealed and delivered in presence of

S. L. Knox

George Sandell (Seal)

A. Fleischhauer

State of Washington

County of Skamania, ss. I, the undersigned authority do hereby certify that on this 24th day of May 1910 before me personally appeared the within named George Sandell a single man to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 24th day of May 1910

(Seal of Court)

A. Fleischhauer, Clerk of Sup. Court
Skamania Co. Wash.

Filed for record by C. A. La Barre on May 24th 1910 at 1.30 A.M.

A. Fleischhauer

Co. Auditor

105