

Sandell to Smith

This Indenture Witnesseth that George Sandell & Laura Sandell (husband and wife) of Cape Horn, Wash parties of the first part, for and in consideration of the sum of five hundred dollars (\$500.00) to them in hand paid the receipt whereof is hereby acknowledged have bargained and sold and by these presents do grant bargain, sell and convey unto Myron S. Smith, the party of the second part the following described real premises to-wit:

All of the West one half ($W\frac{1}{2}$) of the Northeast quarter ($NE\frac{1}{4}$) of the Northwest quarter ($NW\frac{1}{4}$) and the Northeast quarter ($NE\frac{1}{4}$) of the Northwest quarter ($NW\frac{1}{4}$) of the Northwest quarter ($NW\frac{1}{4}$) of section twenty one (21) Township three (3) North of range ten (10) East of Willamette Meridian Together with tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining to have and to hold the same unto the said Myron S. Smith his heirs and assigns forever/ This conveyance is intended as a mortgage to secure the payment of the sum of five hundred (\$500.00) dollars in accordance with the tenor of a certain instrument of writing of which the following is a copy to-wit:

\$500.00

Cape Horn, Washington July 15th 1912

One year after date without grace we promise to pay to the order of Myron S. Smith at Butler Banking Co. Hood River, Oregon five hundred dollars in gold coin of the United States of the present standard value with interest therein in like gold coin at the rate of 10 per cent per annum from date until paid for value received. Interest to be paid annually 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. And in case suit or action is instituted to collect this note or any portion thereof we promise to pay in addition to the costs and disbursements allowed by statute such additional sum in like gold coin as the court may adjudge reasonable as a attorneys fees to be allowed in said suit or action.

George Sandell

Laura Sandell

Now if the sums of money due upon said instrument shall 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 above provided, then the said Myron S. Smith 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 George Sandell and Laura Sandell their heirs and assigns, and the said Parties of the first part for the heirs executor and administrators to covenant and agree to pay the said party of the second part his heirs and assigns all the said sum of money as above mentioned.

Witness our hands and seal this 15th day of July 1912

Done in presence of

D.L. Ambler

George Sandell (Seal)

P.J. McCarthy

Laura Sandell (Seal)

State of Washington

County of Skamania, ss Be it Remembered that on this 15th day of July 1912 before me the undersigned a Notary Public in and for said County and state personally appeared the within named George Sandell and Laura Sandell his wife who are known to me to be the individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

W.F. Cash

(Notarial Seal)

Notary Public for Washington

Filed for record by Myron S. Smith on July 22nd 1912 at 8.15 A.M.

A. Fleischhauer

So. Auditor

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