

MILLER TO ATTWELL.

THIS INDENTURE WITNESSETH, That C. Miller, a single man of Stevenson, Wash. in consideration of Two-Hundred and no/100 Dollars to him in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto J.F.Attwell the following-described premises to-wit: The East half of the Northeast quarter of the Northeast quarter of Section Thirty Six (36), Township Three (3) North of Range Seven, East of Willamette Meridian, also Lots Numbered Nine (9) and Four (4) in Section Thirty-Six (36) of Township Three (3), North Range Seven and One Half (7½) East of Willamette Meridian; containing thirty-two (32) acres, more or less, excepting therefrom 8.8 acres heretofore sold to Henry Johnson, 5 acres sold to Maggie E.Hamilton and 1.8 acres sold to Hugh C.Cosner, leaving 16.4 acres, more or less.

The said C.Miller hereby warrants to the said J.F.Attwell the Right of way heretofore warranted to him by William L. Gray and Clara Gray through their lands for a road to the County road, forever. 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 J.F.Attwell, his heirs and assigns forever.

THIS CONVEYANCE is intended as a mortgage, to secure the payment of the sum of Two Hundred and no/100 Dollars, and the interest thereon, in accordance with the tenor of a certain promissory note, of which the following is a copy, to-wit: . \$200.00 Stevenson, Wash., May 3d, 1913.

One year after date, for value received I promise to pay to the order of J.F.Attwell Two-Hundred and no/100 Dollars with interest thereon payable annually 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 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 lawful money of the United States. 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 attorney's fees, to be taxed as a part of the costs of such suit, for the use of plaintiff's attorney. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

C. Miller

Now if the sums of money due upon said promissory note be paid according to the agreement herein 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 J.F.Attwell or his legal representative may sell the premises above described, with all and every of the appurtenances or any part thereof, in the manner prescribed 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 C. Miller or 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 hereunto set my hand and seal this 3d day of May A.D.1913.

Signed, Sealed and Delivered )  
in presence of )  
Alex McKeighan )  
Chas. H. Nellor )

C. Miller (Seal)

State of Washington, )  
County of Skamania. ) ss.

1, Chas. H. Nellor do hereby certify that on this 3d day of May

I hereby cancel this Mortgage this 30th day of April 1918  
same having been fully paid and discharged  
Attest M. Miller  
Dep. County Auditor  
J. F. Attwell