

CLARKE TO KELLENDONK

THIS INDENTURE WITNESSETH, That Schuyler Clark, and Clara E. Clark, his wife, of Skamania County, Wash. parties of the first part, for and in consideration of the sum of Twenty five hundred (2500.00) Dollars to them in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed and by these presents do bargain, sell and convey unto William Kellendonk, of Estacada, Oregon party of the second part, the following described premises, to-wit:

Beginning at the Northeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast (SE $\frac{1}{4}$) of Section Fifteen (15), Township three (3) North of Range Ten (10) East of Willamette Meridian; Thence West forty (40) rods; Thence South Forty (40) rods; Thence East forty (40) rods; Thence North forty (40) rods, to the point of beginning.

Then beginning at the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Fifteen (15), Township Three (3), North of Range Ten (10), east of Willamette Meridian; Thence West Thirty one (31) rods; Thence North forty (40) rods; Thence East Thirty one (31) rods; Thence South forty (40) rods, to point of beginning.

Together with tenements, hereditaments and appurtenances thereunto belonging or is any wise appertaining. To have and to hold the same, with the appurtenances, unto the said William Kellendonk, his heirs and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of Twenty-five hundred Dollars, in accordance with the tenor of a certain instrument of writing, of which the following is substantially a copy, to-wit:

\$2500.00 August 3 1913
On or before four years after date, without grace, we promise to pay to the order of William Kellendonk at The Estacada State Bank, Estacada, Oregon Twentyfive hundred (\$2500.00) 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 8 per cent, per annum from date until paid, for value received. Interest to be paid at the Estacada State Bank annually 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. And in case suit or action is instituted to collect this note or any portion thereof, we promise and agree to pay in addition to the costs and disbursements provided by statute, such additional sum, in like gold coin, as the Court may adjudge reasonable, for attorney's fees to be allowed in said suit or action.

Schuyler Clark

No. _____

Clara E. Clark

Now, if the sums of money due upon said instrument shall be paid according to agreement therein expressed, this conveyance shall be void, but in case default shall be made in payment of the principal or interest, as above provided, then the said William Kellendonk and his legal representatives 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 a reasonable sum as attorney's fees, and the overplus, if any therebe, paid over to the said Schuyler Clark and Clara E. Clark, their heirs and assigns, and the said parties of the first part, for their heirs, executors and administrators do covenant and agree to pay the said party of the second part, his executors, administrators or assigns all the said sum of money as above mentioned.

WITNESS Our hand and seal this 3rd day of August A.D. 1913

Done in the presence of
W.F. Cash
E.A. DeVennis

Schuyler Clark (Seal)
Clara E. Clark (Seal)

State of Washington)
County of Skamania) ss.

BE IT REMEMBERED, That on this 22nd day of May A.D. 1914 before me.