

hundred and sixty [160] acres of land
 To have and to hold, That said premises,
 and appurtenances to the party of the second
 part his heirs and assigns forever. And the
 parties of the first part Covenant that
 we are the owners in fee of said premises,
 and will warrant and defend them
 against the lawful claims of all persons.

Nevertheless, this conveyance is intended
 to be a mortgage upon the premises de-
 scribed, to secure the payment of a certain
 promissory note of which the following is
 substantially a copy, to wit:

\$600 ⁰⁰/₁₀₀ Portland Ogn. Sept. 30th 1890
 On or before three years after date, with-
 out grace, we or either of us promise to
 pay to the order of R. H. Loomis Six
 Hundred Dollars for value received,
 with interest after date, at the rate of
 eight per cent. per annum until
 paid. Principal and interest payable
 in U.S. Gold Coin, at Portland, Oregon,
 and in case suit is brought to collect
 this note or any portion thereof we or
 either of us promise to pay such addi-
 tional sum as the court may ad-
 judge reasonable as Attorneys' fees in
 said suit. Interest payable semi-
 annually.

(Signed) August Pohl

(Signed) Wilhelmina Pohl

No. 1 due on or before Sept. 30. 1893.

And the payment of said note shall
 render void this conveyance; but in
 case of default is made in the
 payment of the principal or interest
 interest in said note expressed
 when either principal or interest
 shall become due, then the whole