

his legal representatives and assigns that they are lawfully bound of said Promises and now have a valid unencumbered fee simple title thereto and that they will and their heirs executors and administrators shall forever warrant and defend the same against all lawful claims and demands whatsoever The recitation of the above conveyance is such that whereas the party of the second part hereinafter named to said John O'Dungan and Francis F. Dungan the full and just sum of Thirty Four Hundred and (\$3400.⁰⁰) dollars United States gold coin which said sum is to be repaid to the said Party of the second part with interest thereon at the rate of ten per cent per annum in like gold coin according to the tenor of a certain principal note and certain interest notes of even dates herewith said notes bearing in substance as follows the said principal note in words and figures as follows I owe to \$3400.⁰⁰ Portland Oregon November 27th 1885 Five years after date without grace we or either of us persons to pay to the order of J. G. Kerd at the office of J. G. Kerd Portland etc three thousand four hundred Dollars in US gold coin for value received with interest after maturity in like coin at the rate of ten per cent per annum until paid and in case suit is instituted to collect this note or any portion thereof we Promise to pay three hundred and forty Dollars as attorney fees in said suit

(sgd) J. F. O'Dungan

(sgd) Francis F. Dungan

and the said interest notes being one numbered one due and payable on the 27th of November 1886 and bearing for the sum of Three Hundred and Forty Dollars US gold coin and bearing for the interest on said Principal note from the 27th day of November 1885 to the 27th day of November 1886 and