

Thomas Day & Annie E Day to M M Bingham

This Indenture, Made this 11th day of December AD 1896. Between Thomas Day and Annie E. Day, his wife of the County of Clatsop, State of Washington party of the first part, and M. M. Bingham, of the City of Portland of the County of Multnomah, State of Oregon, party of the second part.

Witnesseth: That the said parties of the first part, for and in consideration of the sum of Thirteen hundred forty five and $\frac{26}{100}$ Dollars to them in hand paid, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do bargain, sell and convey unto the said party of the second part her heirs and assigns, forever all the following, bounded and described property, to-wit:

Situate, lying and being in the County of Skamania State of Washington, and described as the East half (E $\frac{1}{2}$) of the North East quarter (NE $\frac{1}{4}$) and the North half (N $\frac{1}{2}$) of the South East quarter (SE $\frac{1}{4}$) of Section twenty three (23) in Township two (2) North of Range five (5) East of the Willamette Meridian and containing one hundred and sixty acres, more or less

Together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining; and also the estate, right, title and interest of the said parties of the first part, of, in and to the same.

To Have & to hold the hereinbefore granted, bargained and described premises, with the appurtenances unto the said party of the second part, her heirs and assigns forever, And Thomas Day one of the parties of the first part covenants that he is the owner in fee of the said premises, that he will warrant and defend them against the lawful claims and demands of all persons whomsoever.

This conveyance is intended as a Mortgage to secure the payment of the sum of Thirteen hundred forty five and $\frac{26}{100}$ (\$1345.26) Dollars in accordance with the tenor of two certain promissory notes of which the following are substantially copies to-wit:

\$250.00

Portland, Oregon, January 12th, 1894

Four Months after date, without grace, I promise to pay to Reinaldo M Bingham, or order, at the office of E. C. Stark, Portland, Oregon, two hundred and fifty dollars in U. S. Gold Coin, for value received, with interest after date in like Coin, at the rate of ten per cent per annum until paid, interest payable at maturity, and in case suit or action is instituted to collect this note or any portion thereof, I promise to pay