R. M. and M. M. Bingham to Mrs. Eunice Bingham.

This Indenture Witnesseth, That R. M. Bingham, and M. M. Bingham, husband and wife, parties of the first part, for and in consideration of the sum of Twenty-five Hundred 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 Mrs. Eunice Bingham party of the second part, the following described premises, to-wit:

The East ½ of the Northeast ¼ and the North ½ of the Southeast ¼ of Section twenty-three in Township Two North of Range five East of the Willamette Meridian, in Washington, containing One Hundred and Sixty acres.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and hold the same, with the appurtenances, unto the said Mrs. Eunice Bingham, her heirs and assigns forever.

Satisfied Bk H Mtg Pg 168

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 promissory note of which the following is a copy to-wit:

$2500. Portland, Oregon, November 1, 1899.

One year after date, without grace, we and each of us promise to pay to the order of Mrs. Eunice Bingham, Twenty-five Hundred Dollars, for value received, with interest after date at rate of seven per cent per annum until paid. Principal and interest payable in U. S. Gold Coin, at Portland, Oregon, and in case suit or action is instituted to collect this note or any portion thereof, we promise to pay such sum as the Court may adjudge reasonable as attorney's fee in said suit or action.

(Signed) R. M. Bingham
Mary M. Bingham

Satisfied by instrument recorded in Book H of Mtges page 168 April 27 08 A. [illegible] Auditor

Now, if the sums of money mentioned in said promissory note shall be paid according to the agreement therein expressed, this conveyance shall be void, but in case default shall be made in the payment of the principal or interest, as above provided, then the said promissory note shall at the option of the legal owner and holder thereof, at once become due and payable, and such owner and holder by reason thereof may foreclose this mortgage at any time thereafter, and 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 cost and charges of making such sale, and a reasonable sum as attorney's fees and the overplus if any there be, paid over to the said parties of the first part, their heirs or assigns. In case a suit is instituted to