

John W. Graves wife to Geo. B. Hartmus.

dated
BK G? mfg
Pg 198

This Indenture Witnesseth, That John W. Graves and Maria A. Graves parties of the first part, for and in consideration of the sum of One 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 Geo. B. Hartmus party of the second part, the following described premises, to-wit:

The Southwest Quarter (1/4) of Section Five in Township one (1) North of Range Five (5) East of Willamette Meridian, excepting the Northwest quarter of the Northwest quarter of said quarter section, said tract so excepted being 12 1/2 acres and the tract conveyed hereby amounting to one hundred and fifty acres.

Together with tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the same, with the appurtenances, unto the said Geo. B. Hartmus heirs and assigns forever.

This Conveyance is intended as a mortgage to secure the payment of the sum of One Hundred Dollars, in accordance with the tenor of a certain instrument of writing, of which the following is a copy to-wit:

\$100.00 Portland Oregon, Nov 2nd 1901

One year after date, without grace, I promise to pay to Geo. B. Hartmus or order, at Portland, Oregon, One Hundred Dollars, in United States Gold Coin, for value received, with interest after date in like Coin, at the rate of six per cent per annum until paid; interest payable semi annually and in case suit or action is instituted to collect this note, or any portion thereof, I promise to pay such additional sum as the court may adjudge reasonable as attorney's fees in such suit or action.

Due Nov 2nd, 1902
No -

(Sig) John W. Graves
Maria A. Graves

Now, if the sums of money due upon said instrument shall be paid according to agreement therein expressed, the conveyance shall be void, but in case default shall be made in payment of the principal or interest, as above provided, then the said Geo. B. Hartmus 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 there be, paid over to the said John W. Graves heirs or assigns, and the said parties of the

Geo. B. Hartmus.
Shepherd & Bellard
attorneys at law
Portland, Oregon.
B. 43, Dollars