

Londre Torguson wife to J. Eugene + Chas W. Britain.

This Indenture, made this 2^d day of November in the year of our Lord, One Thousand, Nine Hundred and one between Londre Torguson and M. A. Torguson his wife of the County of Skamania State of Washington party of the first part, and J. Eugene Britain and Chas W. Britain of the county of Skamania State of Washington parties of the second part, Witnesseth: That the said party of the first part, for and in consideration of the sum of Two hundred and fifteen & ⁰⁰/₁₀₀ Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, has bargained, sold, aliened, released, conveyed and confirmed, and by these presents does bargain, sell, alien, release, convey and confirm unto the said parties of the second part their heirs and assigns forever, all of the West half of the South West quarter of Section One (1) Township 26th & North of Range 9 East of Willamette Meridian containing eighty (80) acres Situate in the county of Skamania, State of Washington Together with the covenants, hereditaments and appurtenances thereunto in any wise appertaining; and also the estate, right, title and interest of the said party of the first part, of, in and to the same. To Have and To Hold the hereinbefore granted, bargained and described premises, with the appurtenances unto the said parties of the second part, their heirs and assigns forever.

This Conveyance is intended as a mortgage to secure the payment of the sum of Two hundred and fifteen & ⁰⁰/₁₀₀ Dollars, in accordance with the tenor of a certain promissory note of which the following is a substantial copy, to-wit:

\$215.00

Oregon Wash Oct 31st 1901

On or before two years after date without grace I promise to pay to the order of J. Eugene Britain and Chas W. Britain, Two hundred and fifteen & ⁰⁰/₁₀₀ Dollars For value received, with interest after date at rate of Six per cent per annum until paid. Principal and interest payable in U. S. Gold Coin at Chenoweth Wash. and in case suit or action is instituted to collect this note or any portion thereof I promise to pay such sum as the Court may adjudge reasonable as attorney's fee in said suit or action (signed) Londre Torguson M. A. Torguson.

Now, Therefore, if the said promissory note, principal and interest, shall be paid at maturity, according to the terms thereof, this Indenture shall be null and void, but in case default shall be made in the payment of the principal or interest as above provided then the whole sum, both principal and interest accrued at the time default is made, shall become due and payable, and the

Satisfied

BK G? mtg

pg 85