

bargained, sold and conveyed and by these presents do bargain, sell and convey unto Mary St. Torguson and Ondre Torguson parties of the second part, the following real described premises, to-wit: The South West quarter of Section one (1) Township three North Range Nine East of W. M. in Washington containing one hundred and sixty 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 Mary St. Torguson and Ondre Torguson her husband - heirs and assigns forever.

This Conveyance is intended as a mortgage to secure the payment of the sum of One Thousand Four hundred and seventy five Dollars, in accordance with the tenor of a certain instrument of writing, of which the following is a substantial copy to-wit:

\$1475.00

Hood River, Oregon Nov. 1 1901

Satisfied
BK 6? mtg
Pg 84

On or before 5 years after date, without grace we promise to pay to the order of Ondre Torguson and Mary St. Torguson at Prather and Barnes office, Hood River, Oregon One thousand and four hundred and seventy five Dollars, fifty dollars of the principle each year for five years at the expiration of which we promise to pay the balance in Gold Coin of the United States of America, of the present standard value, with interest thereon in like Gold Coin, at the rate of ⁵/₁₀₀ per cent. per annum from date until paid, for value received. Interest to be paid annually and if not so paid, the whole sum of both principal and interest to become immediately due and collectible, at the option of the holder of this note. And in case suit or action is instituted to collect this note, or any portion thereof, we promise and agree to pay in addition to the costs and disbursements provided by statute, such additional sum in like Gold Coin as the Court may adjudge reasonable for attorneys fees to be allowed in said suit or action.

No.....

Signed
Copy

Chas. H. Tubbs

Lella Tubbs

Now, if the sums of money due upon said instrument shall be paid according to agreement therein expressed, this conveyance shall be void, but in case default shall be made in payment of the principal or interest, as above provided, then the said Ondre Torguson and Mary St. Torguson his wife and their 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 attorneys