

Julia C. La Barre to C. E. Ashman.

This Indenture Witnesseth, That I, Julia C. La Barre (a widow) party of the first part, for and in consideration of the sum of One Hundred and fifty Dollars, to me in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed and by these presents do bargain, sell and convey unto C. E. Ashman party of the second part, the following described premises, to-wit: All of the North East quarter (1/4) of section Twenty Eight (28) in Township Two (2) north of Range Five (5) East, Willamette Meridian, in the County of Multnomah and State of Washington, containing 160 acres - Together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To have and to hold the same, with the appurtenances, unto the said C. E. Ashman his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of One Hundred and fifty (\$150.00) Dollars, in accordance with the tenor of one certain promissory note of which the following is a copy to-wit: \$150.00

Portland Ore, Oct. 25th 1901

One year after date without grace I promise to pay to the order of C. E. Ashman, One hundred and fifty Dollars, for value received, with interest after date at rate of 8 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 I promise to pay such sum as the court may adjudge reasonable as attorney's fee in said suit or action - signed Julia C. La Barre -

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 part 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 surplus if any there be, paid over to the said C. E. Ashman his heirs or assigns. In case a suit is instituted to foreclose this mortgage for any of the reasons herein contained, the plaintiff in such suit shall be entitled to recover such sum as the court shall adjudge reasonable as attorney's fee therein, and the said party of the first part for herself her heirs, executors and administrators does covenant and agree to pay the said party of the second part his executors, administrators or assigns the said sum of money as above mentioned. Witness my hand and seal this 25th day of October A.D. 1901.

Done in presence of
Geo. Woodward
C. W. La Barre

Julia C. La Barre (seal)

State of Oregon
County of Multnomah } ss.

This certifies, That on this 25th day of October 1901 before me, the undersigned, a notary Public in and for said County and State, personally appeared the within named Julia C. La Barre known to me to