

Phoebe C. Taylor to David S. Miller.

This Indenture Witnesseth, That Phoebe C. Taylor, a Widow, of The Dalles, Wasco County, Or. party of the first part for and in consideration of the sum of Two hundred and Twenty-five Dollars, to her in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and conveyed, and by these presents do bargain, sell and convey unto David S. Miller, party of the second part, the following described premises, to-wit: Commencing at a point 31.69 chains east and 4.77 chains north from the section corner 29, 30, 31 & 32 (variation at corner 20 Deg. E.) thence N. 16.18° links to County Road; thence N. 16 Deg. 30' E. 208 links on County Road; thence N. 407 links on County Road; thence N. 47 Deg. E. 205 links where line leaves road; thence S. 60 Deg. E. 446 links; thence S. 23 Deg. E. 65 links; thence S. 18 Deg. E. 210 links; thence S. 61 Deg. W. 182 links; thence S. 2 Deg. E. 131 links; thence S. 45 Deg. W. 180 links; thence W. 255 links to starting point, containing five acres more or less in section 29, Lot 1, Twp 3. N. R. 8. E. W. 16.

Together with Tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To have and to hold the same, with the appurtenances, unto the said David S. Miller, his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of Two hundred and Twenty-five Dollars, in accordance with the tenor of a certain instrument of writing, of which the following is a substantial copy, to-wit:

\$225.00

The Dalles, Oregon, March 12th 1904.

Three years after Date, for value received, I promise to pay to the order of D. S. Miller, Two hundred and Twenty-five Dollars, with interest from Date at the rate of five per cent, per annum payable annually. Unpaid installments of interests to bear interest at same rate as principal until paid.

Phoebe C. Taylor

Should said D. S. Miller die before the maturity of this note then the sum is to be considered paid and the mortgage security the same cancelled.

Copy

Now, if the sum 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 the payment of the principal or interest, as above provided, then the said David S. Miller, 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 Phoebe C. Taylor, heirs or assigns, and the said party of the first part, for her heirs, executors and administrators and assigns do 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.

The condition of the within mortgage having been complied with
I hereby cancel and release the same this 11th day of June A. D. 1904.

D. S. Miller

Filed for record by Mrs Phoebe C. Taylor on June 20, 1904 at 11:40 o'clock P. M. A. Fairbank Cor Auditor