

H. A. Spear & wife to J. L. Mc. Cune

Know all men by these presents that we, H. A. Spear and Estella M. Spear, husband and wife, in consideration of Two Thousand Dollars to us in hand paid by J. L. Mc. Cune, the receipt whereof is hereby acknowledged, have bargained and sold, and do by these presents grant, bargain, sell and convey unto the said J. L. Spear and unto his heirs and assigns forever all of the following described real property lying and situate in Skamania County, Washington, to-wit:

Lots Five, Six, Seven, and Eight and the ~~first~~ west quarter of the South east quarter of Section Thirty one, Township Three north, Range Nine East, W. M.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining. To have and to hold all said above described and granted premises unto the said J. L. Mc. Cune and unto his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of two certain promissory notes and the attorneys fees therein provided of which notes the following are substantially correct copies:

\$200.⁰⁰

The Dalles, Oregon April 4. 1904.

On or before May 20. 1904 after date, without grace, we or either of us, promise to pay to the order of J. L. Mc. Cune Two Hundred Dollars, for value received, with interest after date at the rate of eight per cent per annum until paid. Principal and interest payable in U. S. Gold coin, of the present standard value, at The Dalles, Oregon, interest payable annually. And in case suit or action is instituted to collect this note, or any portion thereof, we or either of us promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit or action.

H. A. Spear.

Estella M. Spear.

\$1800.⁰⁰

The Dalles Oregon, April 4. 1904.

On or before 5 years after date, without grace, we or either of us promise to pay to the order of J. L. Mc. Cune Eighteen Hundred Dollars, for value received, with interest after date at the rate of eight per cent per annum until paid. Principal and interest payable in U. S. Gold coin, of the present standard value, at The Dalles Oregon, interest payable annually. And in case suit or action is instituted to collect this note, or any portion thereof, we or either of us promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit or action.

H. A. Spear

Estella M. Spear.

Now Therefore in case said notes and each of them are fully paid according to the terms and tenor thereof then this conveyance shall be void and of no effect; but if default be made in the payment thereof or of either or of any installment of interest upon either then the whole amount hereby secured shall become due whether due by lapse of time or not and this mortgage may be foreclosed

Satisfied
3K 6 mtg
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