

Harry Slatts to Wm Hellebork

This Indenture Witnesseth, That I, Harry J. Slatts, a bachelor, party of the first part, for and in consideration of the sum of Four hundred <400> 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 William Hellebork, party of the second part, the following described premises, to-wit: Lots numbered One <1> and Two <2> and the East half <E 1/2> of the North west Quarter <N.W 1/4> of Section nineteen <19> in Township three <3> North of Range ten <10> East of Willamette Meridian in Washington, containing One hundred and sixty-one <161> acres more or less, according to the Government survey thereof. Together with tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining. To have and to hold the same, with the appurtenances, unto the said William Hellebork his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of Four hundred <400> Dollars, in accordance with the tenor of one certain instrument of writing, of which the following is a substantial copy, to-wit:  
 \$400.<sup>00</sup> Flood River Oregon, May 9. 1904.

On or before one year after date, without grace, I promise to pay to the order of William Hellebork at Four hundred <400> Dollars in Gold coin of the United States of America, the present standard value, with interest thereon in like Gold coin, at the rate of 7 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, I 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 Attorney's fees to be allowed in said suit or action.  
 <Signed> Harry J. Slatts.

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 William J. Hellebork and his heirs 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 surplus if any there be, pay over to the said Harry J. Slatts, his heirs or assigns, and the said party of the first part for his executor, heirs and administrators, do covenant and agree to pay the said party of the second part, his executor, administrators or assigns the said sum of money as above mentioned.

Witness my hand and seal this 9th day of May A.D. 1904.

Done in presence of

Harry J. Slatts Seal

Satisfied  
 BK G mtg  
 Pg 156