

F. E. Bethea to Fanner Foster

This Indenture Witnesseth that F. E. Bethea and Matthe Bethea, his wife, in consideration of fourteen hundred dollars (\$1400-) to us paid in hand, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto Fanner Foster, the following described premises, to-wit: The South half ~~1/4~~ of Southwest quarter ~~1/4~~ of Section thirty-four ~~34~~ Township two ~~2~~ North Range ~~1/2~~ East of Willamette Meridian containing eighty acres more or less in Clatsop County, State of Washington, together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining to have and to hold the same with the appurtenances unto the said Fanner Foster, his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of fourteen hundred dollars, and the interest thereon, in accordance with the tenor of 14 certain promissory notes of which the following is copies to-wit:

\$100.00

Stevens, Wash., Dec. 22, 1904

On or before Nov 15. 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919 for value received I promise to pay to Fanner Foster or order, the sum of one hundred dollars, with interest at the rate of seven per cent per annum. If the interest is not paid, when due it shall be compounded with the principal and last left interest, principal and interest payable in United States gold coin, and in case suit is instituted to collect this note or any portion thereof I promise to pay such additional sum of as the court may adjudge reasonable as attorney fees, to be taxed as part of such suit, for the use of plaintiff's attorney payable at Ladd & Tilton Bank at Portland, Oregon.

F. E. Bethea

Now if the sum of money due upon said promissory notes be made according to the agreements herein expressed this conveyance shall be void, but if any default be made in the principal or interest as therein provided than the said Fanner Foster or his legal representative may sell the premises above described, with all and every of the appurtenances, or my part thereof, in the manner provided 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 the overplus, if any there be, pay over to the said F. E. Bethea his heirs and assigns.

Witness our hands and seals this 22. day of November 1904.

Executed in the presence of

F. E. Bethea

Malvill Sprague

Matthe Bethea

J. P. Gillette.

State of Washington

Bounty of Clatsop } I, J. P. Gillette, do hereby certify that on this 22. day of November 1904 personally appeared before me F. E. Bethea and Matthe Bethea, his wife, to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. Witness my hand and official seal the day and year in this certificate last above written.

J. P. Gillette, Notary Public

and for the State of Washington  
residing at Stevens, Wash.

Notarial

Seal