

Gordon Wilborn to W. J. Miller.

This Indenture Witnesseth, That I, Gordon Wilborn and Nellie M. Wilborn, husband and wife, parties of the first part, for and in consideration of the sum of Three hundred Dollars, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto W. J. Miller, party of the second part, his heirs and assigns, all that parcel of real estate in Skamania County, Washington, described as follows:

Beginning at the South west corner of the North east quarter of the North east quarter of Section 20 Township 3 North of Range 8 East of the Willamette Meridian, Running thence north on the west side of Samuel Andrew's land claim fifty ¹⁵ rods; thence east forty ⁴⁰ rods; thence South forty ⁴⁰ rods; thence west forty ⁴⁰ rods. Thence north twenty-five ²⁵ rods to place of beginning. Containing ten ¹⁰ acres. To Have and to Hold the same, with all rights, easements, and appurtenances thereto belonging, unto the said party of the second part his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of Three hundred Dollars, in accordance with the tenor of one certain promissory note, of which the following is a substantial copy, to wit:

\$300.⁰⁰

Portland, Oregon, Jan. 16th 1905.

Six months after date, without grace, I promise to pay to the order of W. J. Miller at Linnton Oregon, Three hundred ⁰⁰ Dollars, in Gold Coin of the United States of America of the present standard value, with interest thereon in like Gold Coin of the United States at the rate of eight per cent per annum from date of Jan. 16th 1905 until paid, for value received. Interest to be paid at maturity 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 judge reasonable for Attorney's fees to be allowed in said suit or action.

No. ...

signed Gordon Wilborn.

W. Nellie M. Wilborn.

And the mortgagors covenant and agree with said mortgagee, his heirs and assigns, that they will pay all sums mentioned in said note, and all taxes, assessments or liens upon or against said premises before the same are delinquent and payable. Now therefore, if the said mortgagors shall satisfy and perform all said covenants, this conveyance shall be void; but as often as a breach thereof shall occur, all sums hereby secured shall become due and payable and said mortgage may foreclose this mortgage for the full amount.

It is further agreed that said mortgagee may pay any taxes, liens or assessments upon or against said premises and all such sums so paid, with interest thereon at eight per cent per annum, shall be secured by this mortgage, without waiver of any rights from breach of the aforesaid covenants and the said mortgagor agree to pay a reasonable attorney's fee in any foreclosure suit, to be due and payable upon commencement of suit.

In Witness Whereof we have hereunto set our hands and seal this Tenth Day of January A. D. 1905

Executed in the presence of us as witnesses:

Satisfied
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