

John F. Dye to Joseph T. Peters

This Indenture Witnesseth, That John F. Dye of Skamania County, Washington, party of the first part, for and in consideration of the sum of Two hundred Dollars to him in hand paid, the receipt whereof is hereby acknowledged, has bargained, sold and conveyed, and by these presents do bargain, sell and convey unto Joseph T. Peters, of Wasco County, Oregon, party of the second part, the following described premises, to wit: Lot numbered six of Section twenty-six, in Township three, North of Range nine East of Willamette Meridian containing six acres and twenty hundredths of an acre. 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 Joseph T. Peters, his heirs and assigns forever.

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

\$200.⁰⁰

The Dallas Ore, May 6. 1905.

One year after date, without grace, I promise to pay to the order of Joseph T. Peters at The Dallas Ore. Two hundred Dollars in Gold coin of the United States of America, of the present standard value, with interest thereon in like Gold coin at the rate of 8 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 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.

Copy
recorded
12.19.05

John F. Dye

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 Joseph T. Peters and his legal representatives may sell the premises above described, with all and every of the above-mentioned appurtenances, or any 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 a reasonable sum of attorney's fees, and the surplus, if any there be, paid over to the said John F. Dye, his heirs or assigns, and the said party of the first part, for his heirs, executors and administrators, does 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.

Witness my hand and seal this 6th day of May A.D. 1905.

Gone in the presence of

C. S. Haffelt
T. M. Legum

John F. Dye (Seal)

State of Oregon

County of Wasco } This Certifies, That on this 6th day of May A.D. 1905, before me, the undersigned, a Notary Public for Oregon, in and for said County and State, personally appeared John F. Dye, an unmarried man, who is well known to me to be the identical person

Satisfied
BX H mly
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