

Edward Hollis to E. J. Wigel.

This Indenture Witnesseth, that Edward Hollis and Bertha Hollis his wife, in consideration of Five Hundred dollars to them paid in hand, the receipt whereof is hereby acknowledged, have bargained sold and conveyed, and by these presents do bargain, sell and convey unto E. J. Wigel the following described premises, to-wit: The Southwest quarter of the Southwest quarter of Section Four, and the North half of the Northwest quarter, and the Northwest quarter of the Northeast quarter of Section Eight in Township three North of range eight east of Willamette Meridian in Clatsop County State of Washington, containing 160 acres, together with the improvements, lands, timber and appurtenances thereto belonging or in anywise appertaining. To have and to hold the same with the appurtenances unto the said E. J. Wigel, his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of Five hundred Dollars, and the interest thereon, in accordance with the tenor of a certain promissory note of which the following is a copy, to-wit:

\$500.00

*Book 12*  
Benton Washington Nov. 13. 1905.

On or before November 13, 1910 for value received we promise to pay to E. J. Wigel or order, the sum of Five hundred dollars, with interest at the rate of six percent per annum. If the interest is not paid when due, it shall be compounded with the principal and bear like interest, principal and interest payable in United States gold coin, and if a suit is instituted to collect this note, or any portion thereof, we promise to pay such additional sum as the court may judge reasonable as attorney's fees to be taxed as part of such suit, for the use of plaintiff's attorney.

*Book 12*  
Edward Hollis  
Bertha Hollis.

Now if the sum of money due upon said promissory note be paid according to the agreements herein expressed this conveyance shall be void, but in case default be made in the principal or interest as herein provided then the said E. J. Wigel or his legal representatives may sell the premises above described, with all and every of the 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 the surplus, if any there be, pay over to the said Edward Hollis his heirs and assigns.

Witness our hands and seals this 13. day of November 1905.

Executed in the presence of

Mrs. S. J. Anderson

L. T. Smith.

State of Washington

Benton County 5<sup>th</sup>. I, L. T. Smith, Notary Public, do hereby certify, that on the 13th day of November A.D. 1905, personally appeared before me Edward Hollis and Bertha Hollis 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 in their free and voluntary act and deed, for the uses and purposes therein mentioned. And the said Bertha Hollis, wife of the said Edward Hollis, upon an examination by me separate and apart from her said husband, after the contents of said instrument

Dated  
31 H Mty  
Pg 253