

O. C. Train to J. H. Van Orden

This Indenture Witnesseth, That O. C. Train and Elean L. Train his wife, the parties of the first part, for and in consideration of the sum of Nine hundred and 20/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed and by these presents do bargain, sell and convey unto J. H. Van Orden of Multnomah County, Oregon, the party of the second part, the following described premises, to-wit: All of the Southwest quarter of the Northeast quarter of Section Thirty-six (36) Township Three (3) North, Range Seven and one half (7 1/2) East W. M. except a strip of land Thirteen (13) Rods wide off the South side of said tract of land, said strip being equal to six and one half (6 1/2) acres. Also beginning at the Southeast corner of the Northeast quarter of the Northeast quarter of said section, Township and Range: Running thence North on Range line Thirteen (13) rods; thence West eighty (80) Rods; thence South Thirteen (13) rods; thence East Eighty rods (80) to place of beginning. Also, one and one half acres lying between the County road and West line of S.E. 1/4 of N 8 1/4 of said section, total amount of property conveyed being 41 1/2 acres more or less. Together with tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To have and to hold the same, with the appurtenances, unto the said J. H. Van Orden, his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of Nine Hundred and 20/100 Dollars, as provided with the tenor of a certain instrument of writing, of which the following is substantial a copy, to-wit:

Portland, Oregon, February 16th 1906

\$900.00

For value received, I promise to pay to J. H. Van Orden or order, at Portland, Oregon, the sum of Nine hundred and 20/100 Dollars, in Gold & Coin of the United States of America with interest thereon in like Gold Coin, at the rate of seven per cent per annum from date until paid, payable in like Gold Coin in several installments of not less than \$300.00 in any one payment, together with the full amount of interest due on this note at times of payment of each installment. The first payment to be made on the first day of January 1907, and a like payment on the first day of each January thereafter, until the whole sum, principal and interest has been paid; if any of said installments are not paid the whole of said principal sum and interest to become immediately due and collectible. And in case suit or action is instituted to collect this note or any portion thereof, I promise to pay such additional sum as the court may adjudge reasonable as attorney's fees in said suit or action.

O. C. Train
Elean L. Train.

Now if the sums of money due upon said instrument shall be paid according to agreement therein expressed, this conveyance shall be void, but in case default be made in the payment of the principal or interest, as above provided, then the said J. H. Van Orden and his legal representatives may sell the premises above described, with all and every of the appurtenances, or any part thereof, in the manner described 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,

I hereby cancel the within mortgage; the same having been fully paid, satisfied, and is hereby discharged

February 1, 1910
A. C. [Signature]