

Clarke La Barre to Julia C. La Barre

This Indenture, made this seventh day of July in the year of our Lord one thousand nine hundred and six between Clarke A. La Barre of the County of Skamania, State of Washington party of the first part, and Julia C. La Barre of the County of Multnomah, State of Oregon, party of the second part, Witnesseth: That the said party of the first part, for and in consideration of the sum of Three hundred and Twenty Five (\$325.00) dollars to him in hand paid, the receipt whereof is hereby acknowledged has bargained, sold, aliened, released, conveyed and confirmed and by these presents does bargain, sell, alien, release, convey and confirm, unto the said party of the second part her heirs and assigns forever all of the South half of the North East quarter of Section Twenty eight (28) in Township Two (2) North of Range five (5) East Willamette Meridian, containing eighty (80) acres. Together with the improvements, hereditaments and appurtenances thereto belonging or in anywise appertaining. And also the estate right, title and interest of the said party of the first part, of, in and to the same. To have and to hold the herebefore granted and described premises, with the appurtenances unto the said party of the second part, her heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of Three hundred and Twenty five Dollars, in accordance with the terms of a certain promissory note of which the following is a substantial copy, to-wit:

\$325.00

Portland, Oregon July 7, 1906.

On or before 3 years after date, without grace, I promise to pay to the order of Julia C. La Barre at ----- 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 7 percent 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 and agree to pay, in addition to the costs and disbursements provided by statute, such additional sum, as the Court may adjudge reasonable for Attorneys fees to be allowed in said suit or action.

Now Therefore, if the said promissory note, principal and interest and Attorneys fees, shall be paid when the same shall become due; according to the terms and conditions of said note then this indenture shall be void, but in case default be made in the payment of the principal or interest, or any part thereof; or in case default be made in the payment of any sum that may become due and payable as hereinafter provided, then the party of the second part, her executors, administrators and assigns, are hereby empowered to sell the premises above described with all and every of the appurtenances or any part thereof, in the manner prescribed by law and out of the money arising from said sale to retain the said principal and Attorneys fees, and such other sums as may be due hereunder, together with the costs and charges of making such sale; and the surplus, if any, pay on demand to the party of the first part, her heirs and assigns. It is also expressly understood, that if any sum made payable by the terms of said note, or becoming due hereunder, shall remain unpaid for a period of ----- after the same shall have become due and payable then the party of the second part her executors, administrators and assigns may

Satisfied
BK H mty
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