

Hundred and sixty seven acres and $\frac{3}{100}$ of an acre. Together with the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining. To have and to hold the same, with the appurtenances, unto the said J. B. Dickes his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of Six Hundred \$600.⁰⁰ Dollars, in accordance with the tenor of a certain instrument of writing of which the following is a copy to-wit:

\$600.⁰⁰

Portland, Aug. 28, 1906

One year after date, without grace I promise to pay to the order of J. B. Dickes at Portland Oregon Six Hundred \$600.⁰⁰ 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 eight per cent per annum from date until paid, for value received. Interest to be paid half yearly and if not so paid, the whole sum of both principal and interest to become immediately due and collectable, 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 adjudge reasonable, for attorneys fees to be allowed in said suit or action.

Sarah E. Miller

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 shall be made in the payment of the principal or interest as above provided, then the said J. B. Dickes and 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 a reasonable sum as attorneys fees and the over plus if any there be paid over to the said Sarah E. Miller, 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 her executors, administrators or assigns all the said sum of money as above mentioned.

Witness my hand and seal this 28th day of August A.D. 1906.

Done in the presence of
Sam J. Beewick
D. S. Hatch

Sarah E. Miller (seal)

State of Oregon }
County of Multnomah } ss This certifies, That on this 28th day of