

ances thereunto belonging or in anywise appertaining; and also the estate, right, title and interest of the said parties of the first part, of, in and to the same. To Have and to Hold, the hereinbefore granted, bargained and described premises, with the appurtenances unto the said party of the second part, his heirs and assigns forever. And the said parties of the first part do covenant to and with said party of the second part, his heirs and assigns, that they are the owners of the above granted premises in fee simple; that they are free from all incumbrances save and except a mortgage thereon for the sum of \$500 in favor of Peter L. Sather and that they will, and their heirs, executors and administrators, shall Warrant and defend said above granted premises unto the said party of the second part, and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever, save and except as to said mortgage.

This Instrument is intended as a Mortgage to secure the payment of the sum of \$1000 One Thousand Dollars, interest thereon and attorney's fee, in accordance with the tenor of one certain promissory note of which the following is a substantial copy, to-wit:

\$1000.⁰⁰/₁₀₀

The Dalles, Oregon, August 3rd 1907

On or before three years after date, without grace, I, we, or either of us, promise to pay to the order of Theodore Miquet One Thousand Dollars, with interest thereon at the rate of eight per cent. per annum from date until paid, for value received; both principal and interest payable only in U. S. Gold coin of the present standard value, at the office of Menefee & Wilson, The Dalles, Oregon, interest payable annually; and if not so paid, then 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, we, or either of us, promise to pay such additional sum as the court may adjudge reasonable as attorney's fees in said suit or action.

no (Copy)

L. Comini
Alfred Bargaron
Amelia Comini