

Emma & Albeck Mc. Heighan to J. T. Peters

This Indenture, made this 1st day of April in the year of our Lord One Thousand, Nine Hundred and Three between Emma Mc. Heighan, a widow, and Albeck R. Mc. Heighan, an unmarried man, of the County of Skamania, State of Washington, parties of the first part, and Joseph T. Peters, of the County of Wasco, State of Oregon, party of the second part, Witnesseth: That the said parties of the first part for and in consideration of the sum of Four Hundred and ⁰⁰/₁₀₀ (\$400.00) Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold, aliened, released, conveyed and confirmed, and by these presents do bargain, sell, alien, release, grant, convey and confirm, unto the said party of the second part, his heirs and assigns forever, all of the following described real estate, situated in Skamania County, Washington, to-wit:

The south-west quarter (S.W. 4th) of Section Thirty (30) in Township Three (3) North of Range Nine (9) East of the Willamette Meridian, containing one hundred and sixty acres. Together with the tenements, hereditaments and appurtenances thereto 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 the above granted premises are free from all incumbrances 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 and the said parties of the first part further covenant that they are the sole heirs at law of J. H. Mc. Heighan, deceased. That all debts and claims against the said J. H. Mc. Heighan are fully paid and that there are now no creditors thereof. This Conveyance is intended as a Mortgage to secure the payment of the sum of Four Hundred and ⁰⁰/₁₀₀ (\$400.00) Dollars, interest thereon and attorney's fees, in accordance with the tenor of one certain promissory note of which the following is a substantial copy, to-wit:

\$400.00

The Dalles, Oregon, Jan. 15th 1903

Two years after date, without grace, we or either of us, promise to pay to the order of Joseph T. Peters Four Hundred and ⁰⁰/₁₀₀ 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 present standard value, at the office of Menefee & Wilson, The Dalles, Oregon, interest payable annually; and is 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, 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.

<Copy>

Emma Mc. Heighan
Albeck R. Mc. Heighan

Satisfied
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