

C. C. Wetherell to E. J. Wigal

I hereby cancel the within mortgage, being fully paid, satisfied and
 discharged this 22 day of Nov. 1904
 E. J. Wigal
 Attest: A. R. Ashland, Co. Clerk

This Indenture Witnesseth, That Cyrus C. Wetherell and Nancy J. Wetherell, his wife, in consideration of Two Hundred and fifty Dollars to us in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto E. J. Wigal, the following described premises, to wit: All of the Southwest one fourth of the Northeast one fourth of Section One Township Three North Range Seven and one half East Willamette Meridian except the Northeast one fourth of said forty acres; Also the South fraction of about twenty five acres being the South end of the West half of the Northwest quarter of Section six Township Three North Range 8 East Willamette Meridian. Together with tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, to have and to hold the same with the appurtenances, unto the said E. J. Wigal, his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of Two Hundred and fifty Dollars and the interest thereon, in accordance with the tenor of a certain promissory note, of which the following is a copy, to wit:
 \$250 ⁰⁰/₁₀₀ Canon, Wash. Sept 19, 1903.

One year after date, for value received, I promise to pay to the order of E. J. Wigal Two hundred and fifty Dollars with interest thereon payable annually at the rate of 8 per cent per annum from date, 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. If the interest is not paid when due it shall be compounded with the principal and bear like interest therewith, principal and interest payable in lawful money of the United States. And in case suit is instituted to collect this note, or any portion thereof, I promise to pay such additional sum as the court may adjudge reasonable as attorneys fees, to be taxed as a part of the costs of such suit, for the use of plaintiffs attorney. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

Cyrus C. Wetherell.

Now if the sum of money due upon said promissory note be paid according to the agreements therein expressed, this conveyance shall be void, but in case default be made in the payment of the principal or interest as therein provided, then the said E. J. Wigal or his legal representatives may sell the premises of 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 the surplus if any there be, pay over to the said Cyrus C. Wetherell and Nancy J. Wetherell, their heirs and assigns.

In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.