

Signed, Sealed and Delivered in)
the presence of us as witnesses:)
E.H. Hartwig)
J.M.Culbertson)

Frank S. Clark (Seal)

State of Oregon,) ss.
County of Wasco)

This Certifies, that on this 5th day of July, A.D.1905 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Frank S. Clark, known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that he executed the same, and voluntarily, and without fear, coercion or compulsion from anyone.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the day and year last above written.

(Notarial)
(Seal)

E.H.Hartwig
Notary Public for Oregon.

Filed for record by P.F. Inman on February 28, 1908 at 9:30 A.M.

A. Fleischhauer,
County Auditor.

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D.E.Gilman & Bertha D. Gilman to H.A. Spear.

This Indenture Witnesseth: That we D.E. Gilman and Bertha D. Gilman (his wife) of the County of Morrow, State of Oregon for and in the consideration of the sum of Three Thousand Dollars (\$3000.00) to us in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey, unto H.A. Spear of the county of Skamania State of Washington, the following described premises in Skamania County, State of Washington, to-wit: Lots five (5) Six (6) Seven (7) Eight (8) and the North West quarter (¼) of the South East quarter (¼) of Section 31, township three (3) North of Range nine (9) east of W.M. Together with the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining To Have and to hold the same, with the appurtenances, unto the said H.A. Spear his heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Three Thousand Dollars (\$3000.00) in accordance with the terms of certain promissory notes of which the following is substantially copy, to-wit:

\$600.00

Heppner, Oregon, Feb. 20th 1908.

On or before Feb. 20th 1913 after date, without grace, I promise to pay to the order of H.A. Spear Six Hundred Dollars, for value received, with interest after date at the rate of 8 per cent. per annum until paid. Interest due and payable annually, and when not so paid both principal and interest shall immediately become due and collectible. Principal and interest payable in U.S. GOLD COIN, at Heppner, Oregon; and in case suit or action is instituted to collect this note or any portion thereof, I promise to pay such additional sum as the court may adjudge reasonable as attorney's fees in said suit or action.

No. _____

D.E. Gilman

(Copy)

Due _____