

said South half of said Northeast quarter section and sixty rods distant therefrom one hundred and sixty (160) rods more or less to the Section line running north and south between said section eighteen (18) and Section seventeen (17) of same Twp and Range; and from thence North along last described section line sixty (60) rods to place of beginning, containing 60 acres. But reserving the right to take and use two miners inches of water from the Spring on westerly portion of above described tract, also a right of way for a pipe to conduct said water from said spring over and across said tract herein described. And it is understood and agreed to by mortgagor herein that the growing timber on above described tract is not to be cut or removed from the place faster than the land is cleared and put in cultivation until the debt hereby secured is paid, but nothing herein shall prohibit the use by mortgagor of any timber necessary for improvements of place or for fuel for his own use. Together with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining; to have and to hold the same with the appurtenances unto the said Frank P. Brown, his heirs and assigns forever.

This Conveyance is intended as a mortgage to secure the payment of the sum of fifteen hundred (\$1500.00) Dollars in accordance with the tenor of two certain instruments of writing of which the following are substantially copies, to-wit:

\$500.00

Portland, Oregon May 19. 1908

On or before One year after date without grace I promise to pay to the order of Frank P. Brown at St. Johns Oregon five hundred and no /100 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 seven per cent per annum from date until paid, for value received. Interest to be paid annually 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 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 to be allowed for attorneys fees in said suit or action.

Sgd Reuben E. Collins

\$1000.00

Portland, Oregon May 19. 1908

On or before two years after date without grace I promise to the order of Frank P. Brown at St. Johns, Oregon One Thousand and no /100 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 seven per cent per annum from date until paid. Interest to be paid annually 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 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.

Sgd Reuben E. Collins

Now if the sums of money due upon said instrument shall be paid according to the agreements therein expressed, this conveyance shall be void; but in case default shall be made in the payment of said principal and interest, as above ~~provided~~ provided, then the said Frank P. Brown and his legal representative may sell the premises above described with all and every of the appurtenances or any part thereof, in the manner prescribed 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 overplus if any there be pay over unto the said Reuben E. Collins, his heirs and assigns.

Witness My hand and seal this 19th day of May 1908

Done in the presence of

Henry Henderson

Reuben E. Collins (Seal)

Mrs. Grace Eaton