1.50

State of Oregon

County of Multnomah, ss. On this 19th day of May 1908 personally came before me, a Notary Public in and for said county and State, the within named Reuben E.Collins, an unmarried man, to me personally known to be the indentical person described in and who, executed the forgoing instrument and acknowledged to me that he executed the same freely and voluntarily for the uses and purposed therein menthoned.

In Testimony Whereof I have Hereunto set my hand notarial seal the day and year last above written
Henry Henderson, Notary Public for Oregon

(Notarial Seal)

1.

residing at st. Johns therein

Filed fore record by F.P.Brown on May 21st 1908 at 10.50 A.M.

A.Fleischhauer

_o.Auditor

datisfied Pg 233 BK H Y-21-10

Chas Clemens to Louise Whinhard et al.

This Indenture Made this 11th day of May A.D.1908 between Chas Clemens and Clara Clemens his wife of the gounty of Multnomah State of Oregon, parties of the first part and Louise Weinhard, Anna Wessinger, Paul Wessinger and Henry Wagner, Executrixes and Executors respectively of the Last Will and Testament of Henry Weinhard, deceased, of Multhomah county, State of Oregon, parties of the second part, Witnesses that the said parties of the first part for and in consideration of the sum of Twelve Hundred Dollars to them in hand paid, the receipt wheere of is hereby acknowledged, have barained and sold and by these presents do bargain sell and convey unto the said parties of the second part, their successors and assigns, forever, ald the following bounded and described property to-wit: Beginning at a point 13-1/3 rods west of the R. Corner of the K. WQuarter of Section 28 in Township 3 North of Range 8 Rast of W. thence 10-1/3 rods East; thence north 24 rods to place of beginning: All in Skapania County, Washington! Together with the tenements, hereditaments and appurtenances thereto belonging of in anywise appertaining; and also all the estate, right title and interest of the said payties of the first part of in or to the same. To have and to hold the hereingerore granted, bargained and described premises with the appurtenances, unto the sagar partities of the second part, their successors and assigns forever. And the

tenances, unto the sale partities of the second part, their successors and assigns forever. And the parties of the first part covenant that they are the owners in fee of the said premises that they will warrant and defend them against the lawful claims and demands of all persons whomsoever. This Conveyance is intended as a mortgage to secure the payment, of the sum of Twelve Hundred and no 100 Dollars in accordance with the tenor of that certain promissory note of which the following is substantial a copy, to-wit:

\$1200.00

Portland, Ore, May 11th 1908

On Demand after date, without grace, we or either of us promise to pay to the order of Louise Weinhard, Anna, Wessinger, Paul Wessinger and Henry Wagner, Executives and Executors of the Last Will, and Testament of Henry Weinhard, deceased, of Portland, Oregon, Twelve 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 six per cent per annum from date until paid, for value recieved. Interest to be paid quarterly and of 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 suot or action is instituted to collect this note or any portion thereof we or either of us 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