

J.C. Yancey & Mary L. Yancey to G. Orlo Jefferson.

THIS INDENTURE WITNESSETH, That J.C. Yancey and Mary L. Yancey, both unmarried parties of the first part for and in consideration of the sum of Four Hundred Dollars to them in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed and by these presents do bargain, sell and convey unto G.Orlo Jefferson party of the second part, the following described premises, to-wit: East half of the Northeast quarter and Lot one, and the West half of the North West quarter, the Northeast quarter of the Southwest quarter and Lot two, all in Section number twenty four in township Seven North Range Six east, Willamette Meridian in Skamania County, Washington, 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 G.Orlo Jefferson heirs and assigns forever.

This Conveyance is intended as a mortgage to secure the payment of the sum of Four hundred Dollars in accordance with the tenor of a certain instrument of writing, of which the following is a copy to-wit:

\$400.00

Portland, Oregon May 23, 1908.

On the 20th day of February 1909, without grace, for value received, I promise to pay to the order of G. Orlo Jefferson at the office of A.F.Flegel, 402-408 Failing Building Portland, Oregon, the sum of Four Hundred Dollars in Gold Coin of the United States, with interest thereon from date until paid, at the rate of ten per cent. per annum; said interest payable semi annually. And in case said interest, or any part thereof, is not paid when the same becomes due and payable, then the whole of said principal sum and interest shall forthwith become due and payable, at the election 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 such sum as the Court may adjudge reasonable as attorney's fees in said suit or action.

Signed J.C. Yancey

Mary L. Yancey.

Now, if the sums of money due upon said instrument shall be paid according to agreement therein expressed, this conveyance shall be void, but in case default shall be made in payment of the principal or interest, as above provided, then the said G.Orlo Jefferson and his legal representatives 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 a reasonable sum as attorney's fees, and the overplus, if any there be, paid over to the said J.C. Yancey and Mary L. Yancey their heirs or assigns, and the said parties of the first part, for themselves, their heirs, executors and administrators do covenant and agree to pay said party of the second part, his executors, administrators or assigns the said sum of money as above mentioned.

WITNESS their hand and seal this 23rd day of May A.D., 1908.

Done in the presence of)
A.L.Christopher)
A.F.Flegel)

J.C. Yancey (Seal)

Mary L. Yancey (Seal)

STATE OF OREGON,)
County of Multnomah) ss

Be it Remembered, That on this 23rd day of May A.D.1908 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named J.C.Yancey and Mary L. Yancey both unmarried who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged