

Nannie Powers to Thomas Whitehorn.

This Indenture, Made this 29th day of August in the year of our Lord one thousand nine hundred and eight (1908) between Nannie Powers (Widow) of Portland, Oregon of the first part, and Thomas Whitehorn of Corvallis, Ore. of the second part, Witnesseth: That the party of the first part, for and in consideration of the sum of Two Hundred and Seventy Dollars, to her in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold, aliened, released, conveyed and confirmed, and by these presents does bargain, sell, alien, release, convey and confirm unto the said party of the second part his heirs and assigns, forever, all of her right, title and interest of, in and to the undivided two thirds interest in the following described Real property, towit: The North West Quarter of the South West Quarter, The South West Quarter of the North West Quarter and the West one half of the North West Quarter of Section Thirty two, Tp. Seven North of Range Five East of the Willamette Meridian being 160 acres more or less in Skamania County State of Washington, Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all the estate, right, title, interest, dower and the right of dower, property, possession, claim and demand whatsoever of said party of the first part, of, in and to the same, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. To Have and to Hold, the hereinbefore granted, bargained and described premises, with the appurtenances, unto the said party of the second part his heirs and assigns, to his and their own use, benefit and behoof forever. This conveyance is intended as a Mortgage to secure the payment of the sum of Two Hundred and Seventy Dollars, in accordance with the tenor of a certain promissory note, of which the following is a true copy, towit: \$270.00 Corvallis, Ore. Aug. 29th 1908.

One year after date, without grace I promise to pay to the order of Thomas Whitehorn Two Hundred and Seventy Dollars For value received, with interest after date at rate of eight per cent per annum until paid. Principal and interest payable in U.S. Gold Coin, at Corvallis, Oregon, 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 fee in said suit or action.

No \_\_\_\_\_

B.A. Powers

Due \_\_\_\_\_

Nannie Powers.

And these presents shall be null and void if the said sum of money, principal and interest shall be paid as above. But in case default shall be made in the payment of the principal or interest, as above provided, then the party of the second part, his executors, administrators and assigns, are hereby empowered to 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, to retain the said principal and interest, together with the cost and charges of making such sale; and such reasonable attorneys fees as the Court may adjudge in case of suit to foreclose this Mortgage and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the party of the first part her heirs or assigns. And the said Nannie Powers for her heirs, executors and administrators, doth covenant and agree to pay unto the said party of the second part, his executors, administrators, or assigns, the said sum of money and interest as above mentioned.

In Witness Whereof, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of

Nannie Powers (Seal)

1. William G. Pottage.

2. O. F. Fish

State of Oregon, )  
County of Multnomah ) ss. This Certifies, That on this 31st day of August 1908, before me