

named Robert Jones, 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 freely and voluntarily for the purposes herein named.

In Testimony Whereof I have hereunto set my hand and official seal the day and year last above written.

(Notarial Seal)

Alton W. Onthank

Notary Public for Oregon

Filed for record by L.T. Smith on Dec. 17th 1908 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

0.60

*Satisfied*  
Pg 242 BK M  
2/19/14

Vial to Dillon

This Indenture made this 28th day of November A.D. 1908 between Paul J. Vial and Florence H Vial his wife of the County of Multnomah, State of Oregon, parties of the first part, and A.J. Dillon of the County of Skamania, State of Washington, party of the second part, Witnesseth, That the said parties of the first part for and in consideration of the sum of Three thousand and fifty and no/100 (\$3050.00) Dollars to them in hand paid, the receipt whereof is hereby acknowledged have bargained and sold and by these presents do bargain, sell and convey unto the said party of the second part his heirs and assigns forever all the following bounded and described property, to-wit: The east half of the Southeast quarter of Section thirty-one, in Township two North, and Lot numbered five in Section five, and Northeast quarter of Northeast quarter of Section six in Township one North of Range six, east of the Willamette Meridian, containing 178 acres, more or less, save and except one acre reserved for school purposes by the deed from Finch R. Archer and wife, dated Oct. 13th and recorded in Book H of Deeds at page 527, and subject also to the rights of way across said premises heretofore granted by said second party and wife to Portland & Seattle Railway Company and to Skamania County for railroad and wagon road purposes, situated in Skamania County Washington. Together with the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all the estate right title and interest of the said parties of the first part in and to the same. To have and to hold the hereinbefore granted and described premises with the appurtenances unto the said party of the second part, his heirs and assigns forever. And the said parties of the first part covenant to and with the said party of the second part that they are the owners in fee simple of the said premises and that they will warrant and defend the same against the lawful claims and demands of all persons whomsoever, except as against said reservations and exceptions.

This conveyance is intended as a mortgage to secure the payment of the sum of Three thousand and fifty and no/100 Dollars in accordance with the tenor of two certain promissory notes of which the following are substantial copies, to-wit:

\$1000.00

Portland, Oregon November 28 1908

On or before two years after date without grace I promise to pay to the order of A.J. Dillon at Merchants Savings and Trust Company at Portland, 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 Coin at the rate of six per cent per annum from date until paid, for value received. Interest to be paid quarterly 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 as the Court may