Vial to Irwin

This Indenture Witnesseth that Paul J. Vial and Florence Vial his wife, parties of the first part, for and in consideration of the sum of Twlve hundred (\$1200.00) Dollars to us in hand paid, the receipt whereof is hereby acknowledged, have bargained and sold and by these presents do grant Sbargain, sell and convey unto Ord L. Irwin, Pearl E. Walker and Earl L. Irwin, parties of the second part, the following described real premises, to wit:

Beginning at a point 5 chains and 17 links west of the qr.post on the North boundary line of Section 6 in Township 1 North of Range 6 East, of Willamette Meridian in Skamania Co. Washington running thence in a southerly direction keeping the center of the canyon to its mouth, and thence Scontinuing on same course to the Cascade Road, thence following said Cascade road west 19 rods and 15 links, thence south to the Columbia River, there being a stone marked L for a Corner; thence easterly along said Columbia River following its meanders to the east line of the land claim. \searrow of Robert McClure, comprising the wellt half of the N.E. qr. and Lots 1 and 2 of said Section 6 in said Township and Range, thence Northerly along the east line of said claim to north boundary of said Section 6, the note westerly thereon to the place of beginning saving that deeded to the Portland and Seattle Railway Company and County Roads also including the following personal property now on said real premises to wit: one plow, one cultivator, one harrow, one garden hoe, one mortar hee, one hand vake, one hay rake, one mower, one wagon, one hack, one set of harness, two shovels, one cross cut saw, one post novel digger, two crow bars, one scythe, three blades for acythe, two wedges, one pruker, one oiner plane, rwo saws, one being cross cut and one rip saw, Jone rasp, one nipper, one derrick fork, one staple publer, one set of beam scales, one bench screw, one harmer, cartenters hatchet, one No.10 stilsen wrench, one monkey wrench, one brace, one set of bits, one cleaver, one muzzle, screw driver, one square, two lanterns, one buck saw, wheel barrow, one churn, one five gallon milk can, one manure fork, one pair of single buggie shaves, one set of block and tackle, one grind stone, two axes one rocking shair, one table, one kitchen treasure, one kitchen range, two iron bed steads, two bed springs, two matresses, one heater, aix milk pans, one three gallon crock, one carpet, two washtubs, one boiler, foru straight back chairs, three horses one 18 months old clos, one colt three months old, five cows, and two clves, one sow, three pigs three lamps, twenty chickens and one lot of dishes, together with all the tenements hereditametus and appurtenenes thereto beonign or in any wise appertaining;

To have and to hold the same with the appartenances unto the said Ord L.Irwin, Pearl L.Walker and Earl L.Irwin, their heirs and assigns forver. This conveyance is intended as a mortgage to secure the payment of the sum of twlve hundred (\$1200.00) Nollars in accordance with the tenor of a certain promissory note of which the following is a copy:

\$1200.00

Prtoand, Oregon, 4th January 1909

Two year after date without grace, I promise to pay to the order of Ord L.Irwin, Psarl L.Irwin and Earl L.Irwin at the office of Merchants Savings and Trust Co. at Portland, Oregon twelve Fundred (\$1200.00) Dollars in Gold Coin of the United States, with interest thereon in like Gold Coin at the rate of 6 per cent per annum from date until paid, for value received. Interest to be paid semiannually 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 thereof. And in case suit is instituted to collect this note or any portion thereof I premise to pay such additional sum as the court may adjudge reasonable for attorneys fees to be allowed in said suit or action.

(sgd) Paul J. Vial

(sgd) Florence Vial

The standing timber on said premises not to be cut except for the use on the same.

Now if the sums of money due upon said instrument be paid according to agreements ther in contained, this conveyance shall be void, but in case default shall be made in the payment of the principal or interest as therein provided, or said timber cut as provided, then the said Ord L.