

This Indenture Witnesseth that J.B.Young, of the county of Morrow state of Oregon, for and in consideration of the sum of sixteen hundred dollars (\$1600.00) to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained and sold and by these presents does grant, bargain, sell and convey unto D.E.Gilman of the county of Morrow State of Oregon, the following described premises in Skamania county State of Washington, to-wit:

Commencing at the Northwest corner of Lot eight (8) running thence East thirty-two (32) rods, thence South to the South line of Lot five (5), thence West to the southwest corner of Lot five (5), thence North to the place of beginning; also commencing at a point thirty-two (32) rods East of the Northwest corner of Lot eight (8) thence running south thirty-five (35) rods, thence East to the East line of the Northwest quarter of the Southeast quarter, thence North thirty-five (35) rods, thence West to the place of beginning. All in Section thirty-one (31) Township three (3) North of Range nine (9) East of the Willamette Meridian, containing forty-six (46) acres more or less. Together with all water rights pertaining to said tract of land. Together with the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the same with the appurtenances unto the said D.E.Gilman, his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of Sixteen hundred dollars (\$1600.00) in accordance with the terms of three certain promissory notes of which the following are substantially copies, to-wit:

\$500.00

Heppner, Oregon February 23rd 1909

November 1st 1910 after date without grace I promise to pay to the order of D.E.Gilman five hundred dollars for value received with interest after date at the rate of 10 per cent per annum until paid. Interest due and payable annually and when not so paid both principal and interest shall immediately become due and collectible. Principal and interest payable in U.S. Gold Coin at Heppner Oregon, and in case suit or action is instituted to collect this note or any portion thereof I promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees in said suit or action.

Copy

J.B.Young

\$500.00

Heppner, Oregon February 23rd 1909

November 1st 1911 after date without grace I promise to pay to D.E.Gilman or order Five hundred dollars for value received with interest thereon at rate of 10 per cent per annum until paid. Interest due and payable annually, and when not so paid both principal and interest to become immediately due and collectible. Principal and interest payable in U.S. Gold Coin at Heppner Oregon; and in case suit or action is instituted to collect this note or any portion thereof, I promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees in said suit or action.

Copy

J.B.Young

\$600.00

Heppner, Oregon, February 23rd 1909

November 1st 1912 after date without grace I promise to pay to the order of D.E.Gilman, six hundred dollars for value received, with interest thereon at rate of 10 per cent per annum until paid. Interest due and payable annually and when not so paid both principal and interest shall immediately become due and collectible. Principal and interest payable in U.S. Gold Coin at Heppner Oregon; and in case suit or action is instituted to collect this note or any portion thereof I promise to pay such additional sum as the Court may adjudge reasonable as attorneys fee in said suit or action.

Copy

J.B.Young

Now if the sum of Money due upon said instrument shall be paid according to the agreements therein expressed, this conveyance shall be void, but in case default shall be made in the payment of the principal or interest or any part thereof, as above provided, then the said J.B.Young and

*I hereby certify that the sum of \$1600.00 has been paid to D.E. Gilman by J.B. Young on May 1910*