

Green to Gillette.

This Indenture witnesseth that Albert R. Greene and Julia C. Greene his wife in consideration of One thousand two hundred dollars to us in hand paid, the receipt whereof is hereby acknowledged have bargained and sold and by these presents does grant, bargain, sell and convey unto said J.P. Gillette and to his heirs and assigns the following described real property to-wit:

Beginning at a point 15.4 feet west of the quarter post on the south side of Section 36 Tp. 3 N.R. 7 E.W.M. thence west 274.3 feet thence north 5° 30' west 465.4 feet, thence south 74° east 241 feet, thence south 11° 19' east to the point of beginning. Also -- Beginning at a point 40 rods west of the center post of the said section 36 Tp. 3 N.R. 7 E.W.M. thence south 990 feet, thence south 27° east 330 feet; thence south 10° east 503.4 feet; thence east 234.6 feet, thence north 11° 19' west to a point 990 feet south of the north line of the Southwest quarter of said section 36, thence north to the County road known as the Gropper road, thence following the meander of said County Road in a westerly direction to the point of beginning. Excepting however the county road known as the Wills Road and excepting also a strip of land 20 feet in width along the east side thereof extending from the north line to the said Wills road.

Together with tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining or in anywise appertaining to have and to hold the same with the appurtenances unto the said J.P. Gillette his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of one thousand two hundred dollars and interest thereon in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$1200.00

Stevenson, Wash. Feby 1st 1910

One year after date for value received we promise to pay to the order of J.P. Gillette One thousand two hundred dollars with interest thereon payable annually at the rate of 7 per cent per annum from date; and if not so paid the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. If the interest is not paid when due it shall be compounded with the principal and bear like interest, principal and interest payable in U.S. Gold coin. And in case suit is instituted to collect this note or any part thereof we promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees to be taxed as a part of the costs of such suit for the use of plaintiffs attorneys. It is specially agreed and consented that a deficiency judgment may be taken in a suit upon this note.

A.R. Greene

Julia C. Greene

Now if the sums of money due upon said promissory note be paid according to the agreements therein expressed this conveyance shall be void but in case default be made in the payment of the principal or interest as therein provided, then the said J.P. Gillette or his legal representative may sell the premises provided 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 the overplus if any there be pay over to the said Albert R. Greene and Julia C. Greene, heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.

In Witness whereof we hereunto set our hands and seal this 1st day of February 1910

Signed, sealed and delivered in presence of

W.S. Mac Swain

A.R. Greene (Seal)

C. Nicholson

Julia C. Greene (Seal)

State of Oregon

County of Multnomah, ss. I, W.S. Mac Swain, do hereby certify that on this 1st day of February 1910 personally appeared before me A.R. Greene and Julia C. Greene to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed

*Mr. W. J. 1910 of property acknowledged full payment and satisfaction of the mortgage of the mortgagor J.P. Gillette*