nances unto the said Leon W. Curtiss and unto his heirs and assigns forever.

Nevertheless the foregoing instrument is indended as a mortgage to secure the performance of the agreements and stipulations herinafter written to be kept and performed by the mortgagor herein and the payment of threes promissory notes and the atterneys fees ther in provided, the following being substantially copies of said notes:

\$3550.00

The Dalles Oregon August 23 1909

On or befor one years after date without grace the Cooks Investment compnay promises to pay to the order of Leon W.Curtiss three thousand five hundred and fifty dollars for value received with interest after date at ther ate of eight per cent per annum until paid. Principal and interepayable in U.S.Gold coin at the presents standard value at Bank of prench & Co. The Dalles Ore. interest payable semi-annually. And in case suit or action is instituted to collect this note or any portion thereof the cooks Investment co. promise to pay such additional sum as the court may adjudge reaso nable as attorneys fees in said suit or agtion.

No.1 dye Aug.23,1910

Books Investment do. Inc. by L.M. Booth, Schoctary.

\$8000.00

The balles, ple Aug. 23 1909

On or before two years after data without grace, the Cooks Investment co promises to pay to the order of Leon W. Curtiss eight thousand dollars for value received with i nterest after date at the rate of eight per cent per an num until paid. Enincipal and interest payable in U.S. Gld coin of the presents standard value at Bank of prench & Co. The Dalles, Ore, interest payable semi-annually, and in case suit or action is isntituted to collect this note or any portion thereof the cooks Investment Co. promise to pay such additional sum as the court may adjudge reasonable as attorn is fees in said suit or action.

No.2 due Aug.23 1911

Cooks Investment co. by L.M.Booth, Secretary

\$8000.00

The Dallez Ore.Aug.23rd 1909

On or before three years after date without grace the Cooks Invest ebt Co. promises to pay to the order of Leon W.Curtiss eight thousand dellars for value received with i interest thereon at the rate of eight per cent per annum until paid. Principal and interest payable in U.S. Gold Coin of the present standard value at Bank of prench & Co. The palles Ore. And in case suit or action is instituted to collect this note or any portion thereof the cooks Investment Co. promis to pay such additional sum as the Court may adjudge r asoble as attorneys fee s insaid suit or action.

No.3 due Aug.23 1912

Cooks Investment Co.
by L.M.Booth, Secretary

And the Cooks Investment Company aforesaid hereby stipulates and agrees that within one year from the date hereof free from all expense to the said Leon W.Curtiss it will plat the premises hereinbefore described in five, ten and twenty acre tracts so far as feaseable/each tract to be accessible to a highway and accessible to water so far as practicable. Cooks investment Co. aforesaid stipulates and agrees to it will pay all taxes that may be levied against said real estate after and during the life of this mortgage and that it will pay and dischar e each and every claim that may during the life of this mortgage become a valid lien against said premises or any portion thereon within ninety days fafter such lien shall attach to said premises or any part thereof, and in defaul thereof the entire mortgage debt hereun secured shall become at once due and payable at the option of the interest of the mortgage.

It is further stipulated and agreed by the parties hereto thatafter said premises ahll have been platted as her inbefore mentined, that said parties shall agree upon a minimum price for which each separate tract may be sold and that the said Leon W. Curtiss upon payment to him of eighty per cent of the actual selling price of any tract in cash or secured notes satisfactory to him, he the said Leon W. Curtiss will cause such tracts so sold to be discharged and