

This Indenture Witnesseth that we, A.H. Clare and E.M. Clare his wife of Portland, Oregon, party of the first part for and in consideration of the sum of two thousand five hundred dollars to us in hand paid the receipt of which is hereby acknowledged, have bargained and sold and by these presents do bargain, sell and convey unto ^{F.C. Yettick} the said part of the second part the following described premises to-wit:

The Southwest quarter (SW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of section thirty-four (34) Township two (2) North of Range six (6) East of Willamette Meridian containing 40 acres, excepting however the land thereon owned by the Railroad Company and the County Road. Together with tenements hereditaments and appurtenances therunto belonging or in anywise appertaining. To have and to hold the same with the appurtenances unto the said F.C. Yettick his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of two thousand five hundred dollars in accordance with the tenor of a certain instrument of writing of which the following is substantiated copy to-wit:

\$2500.00

Portland, Oregon December 10, 1910

On or before three years after date without grace we, or either of us promise to pay to the order of F.C. Yettick at Portland, Oregon two thousand five hundred dollars in gold coin of the United States of the present standard value with interest thereon in like gold coin at the rate of six per cent per annum from date until paid for value received. Interest to be paid semi-annually 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. And in case suit is instituted to collect this note or any portion thereof we promise and agree to pay in addition to the costs and charges provided by statute such additional sum in like gold coin as the court may adjudge reasonable as attorneys fees to be allowed in said suit or action, paymaster in amount equal to or exceeding \$1000.00 payable at any time

(sgd) A.H. Clare

E.M. Clare

Now if the sums of money due upon said promissory note 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 as above provided, then the said F.C. Yettick and his legal representatives may sell the premises above described with all and every of the appurtenances or any part thereof in the manner 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 a reasonable sum as attorneys fees and the overplus of any there be paid over to the said E.M. Clare her heirs and assigns, and the said parties of the first part for themselves and for their executors and administrators do covenant to and with the said party of the second part his heirs and assigns to pay the said sum of money as above mentioned.

Witness our hands and seals this 10th day of December A.D. 1910

Done in presence of

Katherine O'Neil

A.H. Clare (Seal)

Thos N. Strong

E.M. Clare (Seal)

State of Oregon

County of Multnomah, ss. I, Thos N. Strong a Notary Public in and for the State of Oregon, residing at the city of Portland County of Multnomah State of Oregon, do hereby certify that on this 10 day of December 1910 personally appeared before me A.H. Clare and E.M. Clare his wife to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

My Notarial Commission expires January 14th 1912