

heirs and assigns forever. And the said parties of the first part covenant that they are the owners in fee of said premises and that they will warrant and defend them against the lawful claims and demands of all persons whomsoever.

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

\$1500.00 Hood River, Oregon January 7th 1911

Three years after date with out grace I promise to pay to the order of John W. Goddkecht fifteen hundred dollars for value received, with interest thereon from date payable semi-annually at the rate of eight per cent per annum until paid, principal and interest payable in U.S. Gold coin at the Hood River Banking and Trust Co. at Hood River Oregon; and in case suit or action is instituted to collect this note or any portion thereof I promise to pay such additional sum of money as the Court may adjudge reasonable as attorneys fees in said suit or action.

Due January 7 1914 Earl J. Cummins  
Lulu Cummins

Now therefor if the said promissory note principal and interest shall be paid at maturity according to the terms thereof, then this indenture shall be void, but in case default shall be made in the payment of the principal or interest as above provided, then the whole sum both the principal and interest accrued at the time default is made shall become due and payable and the party of the second part his executors administrators or assigns are hereby empowered to foreclose this mortgage in the manner provided by law. And the said party of the first part and the heirs executors and administrators do covenant and agree to pay unto the said party of the second part his heirs or assigns the said sum of money as above mentioned. The said mortgagors for themselves and for their heirs and assigns have covenanted and agreed and do hereby covenant and agree to and with said mortgagee his successors legal representatives heirs or assigns that they will pay all taxes that may be levied or assessed to the holder of said note or on account thereof at least ten days before they become delinquent.

In Witness Whereof we have hereunto set our hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

R.W. Pratt  
C.G. Pratt, as to Earl Cummins  
E.M. Cummins  
Mary F. Cummins, as to Lulu Cummins

Earl J. Cummins (Seal)  
Lulu Cummins (Seal)

State of Oregon

County of Hood River, ss/ Be it Remembered that on this 3rd day of February 1911 before me the undersigned a Notary Public in and for said County and State personally appeared Earl J. Cummins to me known to be the individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

In Testimony Whereof I have hereunto set my hand and Notarial Seal the day and year last above written. My commission expires 23rd day of April 1911

R.W. Pratt

(Notarial Seal) Notary Public for Oregon

State of Washington

County of Skamania, ss/ Be it Remembered that on this 4th day of February 1911 before me, the undersigned a Justice of the Peace in and for said County and State

Satisfactory and legal. Supl. 20, 1917 in Book "M" of Map page 4193