

hereby certify that on this 13th day of February 1912 personally appeared before me S.T.Combs and Mary F.Combs 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

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Geo.E.O'Bryon, Notary Public in and  
for the State of Washington, residing at

(Notarial Seal)

Stevenson in said county

Filed for record by Northwestern Trust Co. Febry.16th 1912 at 1.15 P.M.

A.Fleischhauer

Co.Auditor

Diel to Lewis

This Indenture Witnesseth that M.M.Diel and W.L.Diel her husband for and in consideration of the sum of one thousand dollars to us in hand paid the receipt whereof is hereby acknowledged have bargained and sold and by these presents do bargain, sell and unto Leander Lewis, party of the second part, the following described real property to-wit: The Lots numbered one, five, six and seven and the Southwest quarter of the Southeast quarter of section one in Township three North of Range seven East of Willamette Meridian, containing one hundred and sixty eight and sixty six hundredths of an acre. Together with tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the same with the appurtenances unto the said Leander Lewis his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of one thousand dollars in accordance with the tenor of one certain instrument of writing of which the following is a copy to-wit:

\$1000.00

Portland, Oregon, Febry.19th 1912

One year after date without grace I promise to pay to the order of Leander Lewis at Portland, Oregon one thousand dollars in gold coin of the United States of the present standard value with interest thereon at rate of eight per cent per annum from date until paid for value received. Interest to be paid quarterly 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 or action is instituted to collect this note or any portion thereof I promise to pay in addition to the costs and disbursements provided by statute such additional sum as the court may adjudge reasonable as attorneys fees to be allowed in said suit or action.

(signed)

M.M.Diel  
W.L.Diel

Now if the sums 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 as therein provided, then the said Leander Lewis and his legal representatives may sell the premises above described with and all every of the appurtenances or any part thereof in the manner prescribed 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 if any there be paid over to the said M.M.Diel and