

YOUNG TO GILMAN

THIS INDENTURE WITNESSETH, That J.B.Young, unmarried, of Carson, of the County of Skamania State of Washington, for and in consideration of the sum of three hundred and sixty Dollars (\$360.00) to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey, unto D.E.Gilman of the County of Morrow State of Oregon, the following described premises situated in Skamania County, Washington, to-wit:

The North one-half of the North one-half of the Northwest one-fourth of Section thirty-six (36), Township four (4) North of Range seven and one-half (7½) East of the W.M. Together with the tenements, hereditaments and appurtenances thereto belonging, or in any-wise appertaining. To have and to hold the same, with the appurtenances, unto the said D.E.Gilman heirs and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of three hundred and sixty Dollars, (\$360.00) in accordance with the terms of a certain promissory note, of which the following is substantially a copy, to-wit:

\$360.00

Heppner, Oregon, April 14, 1913.

One year after date, without grace, I promise to pay to the order of D.E.Gilman Three hundred and sixty Dollars, for value received, with interest after date at the rate of 10 per cent, per annum until paid. Interest due and payable annually and when not so paid both principal and interest shall immediately become due and collectible. Principal and interest payable in U.S. Gold Coin, at Heppner, Oregon; and case suit or action is instituted to collect this note or any portion thereof, I promise to pay such additional sum as the court may adjudge reasonable as attorney's fees in said suit or action.

Copy

J.B.Young

Now, if the sum of money due upon said instrument shall be paid according to the agreement therein expressed, this conveyance shall be void; but in case default shall be made in payment of the principal or interest or any part thereof as above provided, then the said D.E.Gilman and his legal representatives, or assigns may foreclose the Mortgage and sell the premises above described, with all and 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, interest and attorney's fee as provided in said note, together with the costs and charges of making such sale and the overplus, if there be any, pay over to the said J.B.Young, his heirs or assigns.

Witness my hand and seal this 14th day of April, A.D. 1913.

Done in presence of

Josephine Cameron

J.B.Young (Seal)

Sam E. Van Vactor

State of Oregon }
County of Morrow } ss

On this the 14th day of April A.D. 1913, personally appeared before me, a Notary Public in and for said County and State, the within named J.B.Young to me personally known to be the identical person described therein and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein named.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

(Notarial Seal)

Sam E. Van Vactor

Notary Public for Oregon.

Filed for record by D.E.Gilman on May 22, 1913 at 9 A.M.

H. Swisher,

Co. Auditor.

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