

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 Home Valley Irrigation & Power Company, Home Valley, Wn. its heirs and assigns forever.

THIS CONVEYANCE, is intended as a mortgage to secure the payment of the sum of Seven Hundred (\$700.00) Dollars, in accordance with the tenor of a certain instrument of writing, of which the following is a substantial copy.

\$700.00

The Dalles, Oregon, Oct. 14th, 1913.

Five years after date, without grace, we promise to pay to the order of Home Valley Irrigation & Power Company, at Seven Hundred (\$700.00) Dollars, in Gold Coin of the United States of America, 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 annually and if not so paid, the whole sum of both principal and interest to become immediately due and collectable, 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, we promise and agree to pay, in addition to the costs and disbursements provided by statute, such additional sum in like Gold Coin, as the Court may adjudge reasonable, for Attorney's fees to be allowed in said suit or action.

(Copy)

Sylvester Babcock
Julia M. Babcock
Bert V. Wyatt
Grace E. Wyatt

Now if the sums of money due upon said instrument shall be paid according to agreement 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 party of the second part, and its legal representatives may 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 and interest, together with the costs and charges of making such sale, and a reasonable sum as attorney's fees and the overplus, if any therebe, paid over to the said parties of the first part, their heirs or assigns, and the said parties of the first part, for their heirs, executors and administrators, do covenant and agree to pay the said party of the second part its executors, administrators or assigns the said sum of money as above mentioned.

WITNESS, our hands and seals this 14th day of October, A.D. 1913.

Done in Presence of

J. Smith

Annette Michell

Sylvester Babcock
Julia M. Babcock (Seal)
Bert V. Wyatt
Grace E. Wyatt (Seal)

State of Oregon)
County of Wasco) ss.

BE IT REMEMBERED, That on this 14th day of October, A.D. 1913, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Sylvester Babcock & Julia M. Babcock, his wife, and Bert V. Wyatt & Grace E. Wyatt his wife, known to me to be the identical person described in and who executed the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes herein mentioned.

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

(Notarial Seal)

Annette Michell
Notary Public for Oregon.

Filed for record by B.M. Hawley on Nov. 8, 1913, at 8:30, A.M.

H. Swisher

Co. Auditor.

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