

HERRING TO FIRST NATIONAL BANK OF McMINNVILLE

THIS INDENTURE WITNESSETH, That H.W.Herring for and in consideration of the sum of Five Hundred Fifty Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto First National Bank of McMinnville, Oregon the following described premises, to-wit:

Beginning at the Southwest corner of Section 6 T.3 N.R.8 E.W.M. thence North 20 chains thence East 20 chains; thence South 20 chains; thence West 20 chains to place of beginning, containing 40 acres; also a strip of land 20 feet in width, the North line of which is the North line of the above described property extending East to the East bank of Panther Creek; Also a right of way for a flume, ditch or pipe line on, over and across the Northwest Quarter of the Southwest Quarter of said Section six; also a right of way for a flume, ditch or pipe line on over and across the Northeast Quarter of the Southwest Quarter of said Section six from the North line thereof to the above described forty acre tract; also the right to take and use the water of Panther Creek and use the water of a certain spring situated and being about 1000 feet Northeasterly from the Northeast corner of the above described forty acre tract, all being in the County of Skamania, State of Washington. Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the same, with the appurtenances, unto the said First National Bank of McMinnville, Oregon, its assigns or legal representatives forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of Five Hundred Fifty Dollars, in accordance with the tenor of one certain instrument of writing, of which the following is a true and correct copy, to-wit:

\$550.00

McMinnville, Oregon, August 29th, 1913.

On demand after date, without grace, I promise to pay to the order of First National Bank of McMinnville, Oregon, Five Hundred Fifty 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 8 per cent per annum, from date untill paid, for value received, at McMinnville, Oregon, 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, I 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, as attorney's fees to be allowed in said suit or action.

No.

(Signed (H.W.Herring

Due _____

The property herein mortgaged shall be held to secure the payment of a reasonable attorney's fee in case suit is instituted to foreclose this mortgage.

Now, if the sums of money due upon said instrument shall be paid according to the agreement therein expressed, this conveyance shall be void; but in case default be shall be made in payment of the principal or interest as above provided, then the said Mortgagee 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 said attorney's fee, and the overplus, if any there be pay over to the said Mortgagor, his heirs or assigns,

Witness his hand and seal this 29th day of August 1913.

Signed, Sealed and Delivered in the presence of

J. E. Burdett

H. W. Herring

(Seal)

Rosina L. Miller