

SCOTT TO QUIGLEY.

THIS INDENTURE WITNESSETH, That J.D.Scott, (single man) of Carson, Skamania County, Washington, party of the first part for and in consideration of the sum of Fifteen Hundred (\$1500.) Dollars, to me in hand paid, the receipt whereof is hereby acknowledged has bargained, sold and conveyed and by these presents do bargain, sell and convey unto W.S.Quigley, party of the second part, the following described premises, to-wit: The south east quarter of Section five (5) Township 3 North, Range eight (8) East W.M. containing 160 acres more or less. 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 W.S.Quigley his heirs and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of Fifteen Hundred Dollars (\$1500) Dollars, in accordance with the tenor of one certain instrument of writing of which the following is substantially a copy to-wit:
\$1500. Portland, Oregon, April 20th, 1916.

Three years after date, without grace I promise to pay to the order of W.S.Quigley at Portland, Oregon, Fifteen Hundred (\$1500) 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 until paid, for value received. Interest to be paid yearly 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 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.

No. _____ Copy. 30¢ Rev. Stamps cancelled on note.

J.D.Scott.

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 payment of the principal or interest, as above provided, then the said W.S.Quigley and his 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 there be, pay over to the said J.D.Scott, heirs or assigns and the said party of the first part, for his heirs, executors and administrators do covenant and agree to pay the said party of the second part his executors, administrators or assigns all the said sum of money as above mentioned.

WITNESS my hand and seal this 20th day of April, A.D. 1916.

Done in the Presence of

J.D.Scott. (Seal)

Claude Hale.
Frances Riesch.
Frank Neale.

STATE OF OREGON. }
County of Multnomah. } ss.

BE IT REMEMBERED, That on this 24th day of May, A.D. 1916, before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named J.D.Scott, Carson, Skamania, County Washington, who is known to me to be the identical 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.