

COOLEY to MUIR.

THIS INDENTURE WITNESSETH. That E.F. Cooley, and Alice E. Cooley his wife parties of the first part for and in consideration of the sum Three Hundred (\$300.00) DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed and by these presents, do bargain, sell and convey unto J.W. Muir, party of the second part, the following described premises, to-wit: All of that tract of land located in Skamania County Washington, known and described as the Northeast quarter of the Northeast quarter of Section Twenty-six, Township Four North, of Range Nine East, of the Willamette Meridian, containing Forty acres more or less according to the Government survey thereof. Reserving all mining rights and deposit of stone, coal and minerals, and the right to enter on the land and mine or manufacture from said deposits, Together with tenements, and appurtenances thereunto belonging or in any wise appertaining. To have and to hold the same, with the appurtenances, unto the said J.W. Muir, his heirs and assigns forever. THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of Three Hundred (\$300.00) DOLLARS in accordance with the tenor of One certain instrument of writing, of which the following is a substantial copy.

\$300.00

Portland, Ore. September, 10th, 1917.

On or before April 19th, 1919 after date, without grace, I promise to pay to the order of J.W. Muir at Portland, Oregon, Three Hundred 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 April 19th, 1917 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 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 as attorney's fees to be allowed in said suit or action.

Copy Signed.

E.F. Cooley.
Alice Cooley.

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 be made in payment of the principal or interest, as above provided, then the said J.W. Muir and his legal representatives may sell the premises above described, with all and every 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, paid over to the said E.F. Cooley and Alice E. Cooley, their heirs or assigns, and the said party of the first part for their heirs, executors and administrators do covenant and agree to pay said party of the second part his executors, administrators or assigns all of the said sum of money as above mentioned.

WITNESS Our hand and seal this 10th day of September, A.D. 1917.

Done in Presence of.

D.J. Forbes.

E.F. Cooley (SEAL)

L. Straske.

Alice E. Cooley (SEAL)

Satisfied
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