

W. L. FAGALY etux to ELLA J. CHURCHILL

THIS INDENTURE WITNESSETH, That W. L. Fagaly and Mrs. Alta Fagaly, his wife parties of the first part for and in consideration of the sum of Two Hundred (\$200.00) 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 Ella J. Churchill party of the second part, the following described premises, to-wit:

The Northwest quarter of the Northeast quarter of Section Eighteen in Township Three North of Range Ten East of the Willamette Meridian, Washington, containing Forty acres more or less.

Together with tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining. To have and to hold the same, with the appurtenances, unto the said Ella J. Churchill, her heirs and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of Two Hundred (\$200) Dollars in accordance with the tenor of a certain instrument of writing, of which the following is a copy, to-wit:

\$200.00

June 18th 1919

On or before Six months after date, without grace, I promise to pay to the order of Ella J. Churchill at 1014 Chamber of Commerce Bldg., Portland, Oregon, Two Hundred (\$200) 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 7% 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 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.

W. L. Fagaly

No. 4 cents Rev. cancelled

Mrs. Alta Fagaly

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 Ella J. Churchill and her 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 mortgagors 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 party her executors, administrators or assigns all the said sum of money as above mentioned.

WITNESS our hand and seal this 18th day of June, A.D., 1919

Done in the presence of

Paul R. Hughes

A. W. Onthank

W. L. Fagaly (Seal)

Mrs. Alta Fagaly (Seal)