

B. B. GERVAIS ET UX TO H. S. JAMES

THIS INDENTURE WITNESSETH, THAT B. B. GERVAIS AND MARY F. GERVAIS, HUSBAND AND WIFE, HUSBAND AND WIFE, PARTIES OF THE FIRST PART FOR AND IN CONSIDERATION OF THE SUM OF FIFTEEN HUNDRED 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 H. S. JAMES PARTY OF THE SECOND PART, THE FOLLOWING DESCRIBED PREMISES, TO-WIT:

THE NORTH ONE-HALF ($N\frac{1}{2}$) OF THE NORTHWEST QUARTER ($NW\frac{1}{4}$) AND THE SOUTHWEST QUARTER ($SW\frac{1}{4}$) OF THE NORTHWEST QUARTER ($NW\frac{1}{4}$) OF SECTION TWENTY-SEVEN (27), TOWNSHIP TWO (2) NORTH, RANGE FIVE (5) E. W.M. CONTAINING ONE HUNDRED TWENTY (120) ACRES, MORE OR LESS, SITUATED IN SKAMANIA COUNTY, STATE OF WASHINGTON. 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 H. S. JAMES HIS HEIRS AND ASSIGNS FOREVER.

THIS CONVEYANCE, IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF FIFTEEN HUNDRED DOLLARS, IN ACCORDANCE WITH THE TENOR OF ONE CERTAIN INSTRUMENT OF WRITING, OF WHICH THE FOLLOWING SUBSTANTIALLY A COPY TO-WIT:

\$1500.00

THE DALLES, OREGON, APRIL 27TH, 1920.

ON OR BEFORE THREE YEARS AFTER DATE, WITHOUT GRACE I PROMISE TO PAY TO THE ORDER OF H. S. JAMES, AT FRENCH & COMPANY, BANKERS, THE DALLES, OREGON, FIFTEEN 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 EIGHT 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.

B. B. GERVAIS

MARY F. GERVAIS

No _____

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 H. S. JAMES 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 MONEYS 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, PAY OVER TO THE SAID B. B. GERVAIS AND MARY F. GERVAIS 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, HIS EXECUTORS, ADMINISTRATORS OR ASSIGNS ALL THE SAID SUM OF MONEY AS ABOVE MENTIONED.