

CONTAINING 30 ACRES, MORE OR LESS, ALL IN Tp. 2 N. R. 7 EAST OF W.M.

ALSO A PERPETUAL RIGHT OF WAY FOR AND THE RIGHT TO LAY A LINE OF PIPE NOT TO EXCEED SIX INCHES IN DIAMETER BY THE MOST PRACTICAL AND SHORTEST ROUTE OVER AND ACROSS LANDS OF THE GRANTOR TO A CERTAIN SPRING LOCATED 306 FEET SOUTH MORE OR LESS OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 15 Tp. 2 N. R. 7 EAST OF W.M., WITH PERPETUAL RIGHT OF INGRESS AND EGRESS FOR LAYING, REPAIRING AND MAINTAINING SAID PIPE LINE, AND THE RIGHT TO DO SUCH NECESSARY WORK OR IMPROVEMENT AS MAY BE NECESSARY AT THE SPRING FOR THE SUCCESSFUL TAKING OF THE WATER THEREFROM BY MEANS OF SAID PIPE LINE.

2. BEGINNING AT THE QUARTER CORNER BETWEEN SECTIONS 15 AND 22 AND RUNNING THENCE NORTH 94 FEET; THENCE WEST 1460 FEET; THENCE SOUTH TO STATE HIGHWAY No. 8; THENCE EASTERLY TO A POINT 40 FEET WEST OF LOT No. 2 IN SECTION 22; THENCE NORTH TO THE SECTION LINE, THENCE EAST ALONG THE SECTION LINE 1360 FEET TO THE POINT OF BEGINNING, CONTAINING 6 ACRES, MORE OR LESS, ALL IN SECTIONS 15 AND 22 IN Tp. 2 N. R. 7 EAST OF W.M.

3. BEGINNING 94 FEET NORTH OF THE QUARTER CORNER ON THE NORTH LINE OF SECTION 22, BEING THE NORTHEAST CORNER OF LOT 2, SEC. 22, THENCE NORTH 100 FEET, THENCE WEST 1560 FEET, THENCE SOUTH TO A POINT 400 FEET NORTH OF THE NORTH LINE OF STATE HIGHWAY No. 8 (NORTH BANK HIGHWAY), THENCE EAST 100 FEET; THENCE NORTH TO A POINT 1460 FEET WEST OF THE PLACE OF BEGINNING, THENCE EAST 1460 FEET TO THE PLACE OF BEGINNING, BEING IN Tp. 2 N. R. 7 EAST OF W.M.

TOGETHER WITH THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING; AND ALSO THE ESTATE, RIGHT, TITLE AND INTEREST OF THE SAID PARTIES OF THE FIRST PART, OF, IN AND TO THE SAME TO HAVE AND TO HOLD THE HEREINBEFORE GRANTED, BARGAINED AND DESCRIBED PREMISES, WITH THE APPURTENANCES, UNTO THE SAID PARTIES OF THE SECOND PARTIES HEIRS AND ASSIGNS FOREVER

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF SEVEN THOUSAND FIVE HUNDRED (\$7500.00) DOLLARS, IN ACCORDANCE WITH THE TENOR OF A CERTAIN PROMISSORY NOTE OF WHICH THE FOLLOWING IS A SUBSTANTIAL COPY TO-WIT:

\$7500.00

PORTLAND, OREGON, MAY 20TH 1925

FIVE YEARS AFTER DATE, WITHOUT GRACE WE PROMISE TO PAY TO THE ORDER OF GEORGE M. SCAMMON AND PEARL M. SCAMMON, HUSBAND AND WIFE AT SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS IN LAWFUL MONEY OF THE UNITED STATES OF AMERICA, OF THE PRESENT STANDARD VALUE, WITH INTEREST THEREON, IN LIKE LAWFUL MONEY, AT THE RATE OF 6 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 WE PROMISE AND AGREE TO PAY IN ADDITION TO THE COSTS AND DISBURSEMENTS PROVIDED BY STATUTE, SUCH ADDITIONAL SUM IN LIKE LAWFUL MONEY AS THE COURT MAY ADJUDGE REASONABLE AS ATTORNEY'S FEES TO BE ALLOWED IN SAID SUIT OR ACTION.

No. _____
DUE MAY 20-1930

NOW THEREFORE, IF THE SAID PROMISSORY NOTE, PRINCIPAL, INTEREST AND ATTORNEY'S FEES SHALL BE PAID WHEN THE SAME SHALL BECOME DUE, ACCORDING TO THE TERMS AND CONDITIONS OF SAID PROMISSORY NOTE AND OF THIS INDENTURE, THEN THIS INDENTURE

*Assignment Recorded Book P
Page 474 May 6-26
Made by Mitchell
County Auditor*

*See record Book U. Page 176
Extension of time
made from auditor
note of Mitchell*

*Assignment recorded Book U. Page 544
Made from auditor
note of Mitchell*