

The West one-half of the West one-half of the Southwest one-quarter (40 acres), and the West one-half of the East one-half of the West one-half of the Southwest one-quarter (20 acres) of Section 27, Township 2 North, of Range 5 East of Willamette Meridian, containing sixty acres more or less.

Together with the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining. To Have and to hold the same with the appurtenances, unto the said C. H. Osborn and Ellen Osborn, his wife, their heirs and assigns forever.

This Conveyance is intended as a Mortgage to secure the payment of the sum of Four hundred and no/100 Dollars (\$400.00) in accordance with the terms of one certain promissory note of which the following is substantially a copy, to-wit:

\$400.00

Portland, Oregon July 24th, 1940.

For value received I promise to pay to the order of C. H. Osborn and Ellen Osborn at Portland, Oregon Four Hundred and no/100 Dollars in lawful money of the United States of America, with interest thereon in like lawful money at the rate of 5 per cent. per annum from date until paid, payable in monthly installments of not less than \$10.00 in any one payment, together with the full amount of interest due on this note at time of payment of each installment. The first payment to be made on the 24th day of August, 1940, and a like payment on the 24th day of each month thereafter, until the whole sum, principal and interest, has been paid; if any of said installments are 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. In case suit or action is instituted to collect this note, or any portion thereof, I promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit or action.

Due \_\_\_\_\_, 19\_\_\_\_  
At \_\_\_\_\_ No. \_\_\_\_\_

S. W. Fanning  
Marvel H. Fanning

Now, if the sum of money due upon said instrument shall be paid according to the agreement therein expressed, this conveyance shall be void; but in case default shall be made in payment of the principal or interest or any part thereof as above provided, then the said C. H. Osborn and Ellen Osborn, his wife, and their legal representatives, or assigns may foreclose the Mortgage and 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, interest and attorney's fees as provided in said note, together with the costs and charges of making such sale and the overplus, if there be any, pay over to the said S. W. Fanning and Marvel H. Fanning their heirs or assigns.

Witness our hands and seals this 24th day of July A. D. 1940.

Done in the presence of

S. W. Fanning (seal)  
Marvel H. Fanning (seal)

STATE OF OREGON )  
(ss  
COUNTY OF MULTNOMAH )

This is to certify, that on this 24th day of July A. D. 1940 before me, the undersigned, Notary Public in and for said County and State, personally appeared the within named S. W. Fanning and Marvel H. Fanning, husband and wife, who are known to me to be the identical persons described in and who executed the foregoing instrument, and acknowledged to me that they executed the same.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial seal affixed)

Roy K. Terry  
Notary Public for Oregon. My commis-  
sion expires Jan. 19, 1941.

Filed for record July 31, 1940 at 8-15 a.m. by Grantor.

Malcolm J. Jones  
Skamania County Auditor.