

the payment of one certain promissory note of which the following is substantially a copy to wit:

\$540.00

Portland Oregon July 27th 1889

Twenty days after date without grace I promise to pay Will P. Cress or order at Portland Savings Bank Portland Oregon Five hundred and forty dollars in U. S. Gold Coin for value received with interest after date in like coin at the rate of ten per cent per annum until paid. And 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.

Dec. Oct 25/89

Signed J. E. Johnson.

And the payment of said note shall render void this conveyance, but in case default is made in the payment of the principal or interest on said note expressed, when either principal or interest shall become due and payable and the party of the second part may foreclose this mortgage at any time thereafter. And the party of the first part covenants to pay the sum and interest named in said note. And it is expressly agreed between the parties to this Mortgage, that if the party of the second part is compelled to foreclose this Mortgage by reason of the non-payment of said note or any portion thereof, then in addition to the sum then due at the time of such foreclosure he shall be entitled to recover such sum as the Court may adjudge reasonable as attorney's fees in said suit or action, in addition to costs and disbursements allowed by the Code of Civil Procedure and the Court making the decree of foreclosure is authorized to include in such decree the sum aforesaid upon demand of Plaintiff in such foreclosure suit.

In Witness Whereof the said party of the first part has hereunto set his hand

Signed, sealed and delivered in presence of }
John M. Jones
John W. Elwood

John E. Johnson ^{landed}

And collect on Page 27 of this Book