To Have and to hold. The said premises and appurtenances to the party of the second part his heirs and assigns forever. And the party of the first part covenant that they are the owners in fee of said premises, and will Warrant and Defend them against the lawful claims of all persons.

Nevertheless this Conveyance is intended to be a Mortgage upon the premises described, to secure the payment of one certain promissory note of which the following is substantially a copy to wit

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$970.00 Portland Oregon July 27th 1889

Ninety days after date without grace we promise to pay to Will P. Cress or order at Portland Savings Bank Portland Oregon Nine hundred and seventy 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 we promise to pay such additional sum as the court may adjudge reasonable as attorneys fees in said suit or action

Due Oct Signed Phillip Clear
Margaretta Clear

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 in said note expressed when either principal or interest shall become due then the whole sum both the principal and interest accrued at the time default is made 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 covenant to pay the sum and interest named in said note. And it is further 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 found due at the time

Cancelled October 30th 1889 in Page 218 219

Cancelled