

his heirs and assigns forever. And the party of the first part covenants that he is the owner 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:

1500.00

Portland, Oregon, August 15th 1889.

Sixty days after date, without grace, I promise to pay to Wm. S. Cross or order at Portland Savings Bank at Portland Oregon, Five Hundred 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 attorneys fees in said suit or action

No 106

(Signed)

Done Oct 14/89

Olivier P. Hubbard

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 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 further expressed by a grant 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 of such foreclosure he shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys 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