by the said Peter O. Aye from the United States as shown his final receipt No 3435 from the Receiver of the Land Office at Vancouver Washington Territory. 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 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.

$485.00 Portland Oregon Sept 14th 1889

Sixty days after date without grace I promise to pay to Will. S. Ores or order at Portland Savings Bank Portland Oregon Four Hundred eighty five 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 untill 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. Due Nov 13/89 (signed) Peter O. Aye.

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 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 covenants to pay the sum and interest named in said note. And it is further expressly agreed between the parties to this Mortgage