

which the following is a copy, to-wit:
 \$50.00 Portland, Oregon, Oct. 16, 1897.

One year after date, without grace, I promise to pay to the order of J.E. Vining Fifty Dollars, for value received, with interest after date at the rate of ten per cent. per annum until paid. Principal and interest payable in U.S. Gold Coin, at Portland, Oregon, and in case suit or action is instituted to collect this note or any portion thereof I promise to pay such sum as the Court may adjudge reasonable as attorney's fee in said suit or action.

No. — — — — — Due — — — — —

(Sd.) Samuel N. Gallaher.

And the payment of said note shall render void this guarantee; 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 covenants to pay the sum and interest named in said note. And it is further expressly agreed between the parties of this mortgage that if the party of the second part is compelled to foreclose this mortgage, by reason of the nonpayment 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 attorney's fees in said suit or action, in addition to costs and disbursements allowed by the Code of Civil Procedure.

In Witness whereof, I have hereunto set my hand and Seal, this 16th day