

itaments and appurtenances thereto belonging or in anywise appertaining unto the said Mortgagee, his successors, legal representatives and assigns forever. The said Mortgagors hereby covenanting with the said Mortgagee, his successors, legal representatives and assigns, that they lawfully seized of said premises and now have a valid and unincumbered fee simple title thereto, and that they will and their heirs, executors and administrators, shall forever warrant and defend the same against all lawful claims and demands whatsoever.

Whereas, The said Mortgagee has loaned to W. J. Hamilton and S. M. Hamilton, his wife, the said Mortgagors the sum of Twenty-two hundred and thirty-six ($2236^{\frac{00}{100}}$) Dollars, U. S. Gold Coin, for which sum, and for the interest thereon at the rate of seven per cent. per annum they have given him their promissory note. The said notes being for said principal and for interest thereon, and is in substance as follows:

\$2236⁰⁰/₁₀₀

Cascade Locks, Oregon, February 24, 1902.

On or before one year after date, for value received, we promise to pay to John W. Attwell, or order, the sum of Twenty-two hundred and thirty-six Dollars, with interest at the rate of seven per cent. per annum. If the interest is not paid when due it shall be compounded with the principal and bear like interest. Principal and interest payable in United States Gold Coin. And in case suit 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. to be taxed as part of such suit, for use of plaintiffs attorneys.

(Signed) W. J. Hamilton

S. M. Hamilton

said note being payable in United States gold coin, to the order of the said Mortgagee, at Cascade Locks, Oregon and drawing interest at the rate of seven per cent. per annum from date thereof.

And the said Mortgagors have agreed to pay all taxes on the lands and tenements hereinbefore described, and all taxes upon this mortgage and the debt thereby secured so long as this mortgage shall remain in force and unpaid, within thirty days after the same shall become due and payable, and have agreed to keep and maintain the improvements on said premises in good repair in every particular. And should the said Mortgagors fail to make payments of any taxes, rates, insurance premiums or other charges payable by them, the said Mortgagee may at his option make payments