

East of Willamette meridian. Containing 320 acres.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold unto the said mortgagee, his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of One Thousand Dollars, in accordance with the tenor of a certain promissory note, of which the following is a copy, to-wit:

\$1000.00

Portland, Oregon, April 16, 1902.

One year after date, without grace, we promise to pay to the order of Frank Kiernan One Thousand Dollars, for value received, with interest after date at rate of seven 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 we promise to pay such sum as the Court may adjudge reasonable as attorney's fee in said suit or action.

(Sgd.) Katie Rometsch.

(Sgd.) John Rometsch.

And said mortgagors hereby covenant that Katie Rometsch and John Rometsch are the owners of said premises in fee simple that they are free from all incumbrance that they will pay all taxes upon said premises at least ten days before the same become delinquent.

Now the payment of said note, interest and taxes as herein provided, shall render this conveyance void; but in case default is made in the payment of the interest in said note expressed when the same shall become due, or failure to pay the taxes as herein provided, or in default of the performance of any of the covenants or conditions as herein expressed on the part of the mortgagors, then the whole of the principle sum and the interest accrued at the time default is made or declared, and all taxes upon said premises which the holder of said note shall have paid, or become liable to pay, shall, at the option of the holder of said note, become due and payable, and this mortgage may be foreclosed at any time thereafter.

Now it is agreed by said mortgagors that if the mortgagee be compelled to foreclose this mortgage by reason of any breach of the agreements herein contained, the mortgagee shall be entitled to a reasonable attorney's fee in said suit or action, and the mortgagors agree to pay said sums of money hereby secured, and agree that a deficiency judgment may be had against said mortgage.