

and North West Quarter of North East Quarter and Lots Five and Six of Section Thirty = One, Township Three North, Range Eight East of Willamette Meridian.

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 Five Hundred (\$500<sup>00</sup>) Dollars, in accordance with the tenor of a certain promissory note, of which the following is a copy, to-wit:

\$500.00

Stevenson, Wash. August 23rd, 1902.

One year after date, I promise to pay to the order of Geo. S. Shepherd, the sum of Five Hundred Dollars with interest thereon at the rate of Ten per cent per annum from August 28th, 1902, until paid. Value received. Interest payable semi-annually. 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 fee in such suit or action.

Copy

John F. Sweeney  
Elizabeth Sweeney

And said mortgagors hereby covenants that John F. Sweeney, and Elizabeth Sweeney 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 principal sum and 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 mortgage be compelled to foreclose this mortgage by reason of any breach of the agreements herein contained, the mortgagee shall be entitled to a reasonable attorneys fee in said suit or action, and the mortgagors John F. Sweeney and Elizabeth Sweeney agree to pay said sums of money hereby se-