

appurtenances unto the said party of the second part, her heirs and assigns forever. And the said parties of the first part do covenant to and with the said party of the second part, her heirs and assigns, that the above granted premises are free from all incumbrances and that they will, and their heirs, and executors and administrators shall Warrant and Defend said above granted premises unto the said party of the second part and unto her heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

This Mortgage is intended as a Mortgage to secure the payment of the sum of Five hundred and $\frac{00}{100}$ $\langle \$500.00 \rangle$ Dollars, interest thereon and attorney's fees, in accordance with the tenor of one certain promissory note of which the following is a substantial copy, to-wit:

$\$500 \frac{00}{100}$

The Dalles, Oregon March 14th 1904

Three years after Date, without grace, we or either of us, promise to pay to the order of Anna V. Kramer Five hundred and $\frac{00}{100}$ Dollars, with interest thereon at the rate of per cent. per annum from Date until paid, for value received; both principal and interest payable only in U. S. Gold Coin of the present standard value, at the office of Menefee and Wilson, The Dalles, Oregon, interest payable annually; and if not so paid, then both principal and interest to become immediately due and collectible at the option of the holder of this note; and in case suit or action is instituted to collect this note or any portion thereof, we or either of us promise to pay such additional sum as the court may adjudge reasonable as attorney's fees in said suit or action.

[Copy]

John W. Thompson

Annie B. Thompson

Now Therefore, if the said promissory note, principal and interest and attorney's fee, shall be paid when the same shall become due, according to the terms and conditions of said promissory note and of this indenture, then this indenture shall be void; but in case default shall be made in the payment of the principal or interest mentioned in said promissory note or any part thereof or in case default shall be made in the payment of any sum that may become due and payable, as herein provided, then the party of the second part, her executors, administrators and assigns are hereby empowered to sell the premises above described, with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from said sale to retain the said principal and attorney's fees, and such other sum or sums as may be due hereunder, together with the costs and charges of making such sale, and the surplus, if any, pay on demand to the parties of the first part, their heirs and assigns. And the said parties of the first part, their heirs, executors and administrators, do covenant and agree to pay unto the said party of the second part, her executors, administrators or assigns, the said sum of money as above mentioned. It is also expressly