

of all persons whomsoever.

This conveyance is intended as a Mortgage to secure the payment of the sum of Two hundred \$ 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:

\$200.00

Steunon, Washington, March 24-1904.

One Year after date, without grace, I promise to pay to the order of Joseph T. Coten, Two hundred Dollars, for value received, with interest payable at maturity of this note, at the rate of ten per cent per annum from date first mentioned above.

Principal and interest payable in U.S. Gold coin, at The Dalles 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.

Witness:

(signed)

J. O. ^{his} Anderson
mark

J. O. Gillette.

Now Therefore, if the said promissory note, principal and interest and attorney's fees, 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 hereinafter provided, then the party of the second part, his 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 overplus, if any, pay on demand to the party of the first part his heirs or assigns.

And the said party of the first part, his heirs, executors and administrators, do covenant and agree to pay unto the said party of the second part, his executors, administrators or assigns, the said sum of money as above mentioned.

It is also expressly understood and agreed that the party of the first part shall pay all taxes assessed or levied on or against the principal or interest due, or to become due hereafter, and that he will also pay all taxes of every kind or nature assessed or levied upon the land included and described in this mortgage.

It is also further understood and agreed that in case of foreclosure proceedings brought to foreclose this mortgage and collect the promissory note hereby secured, that in case the said mortgaged property shall not be sufficient to satisfy said sums due upon said mortgage, including interest, attorney's fees, and costs of foreclosure and sale, that the holder of this mortgage shall have a judgement over against the party of the