

Moravia, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging. This conveyance is intended as a mortgage to secure the payment of one thousand five hundred (\$1500) dollars gold coin of the United States, together with interest thereon in like gold coin at the rate of eight per cent per annum from date, until paid, according to the terms and conditions of one certain promissory note bearing date May 20, 1905 made by parties of the first part herein payable to the order of M. Sunderland, and these presents shall be void if such payment shall be made according to the terms and conditions thereof. But in case default be made in the payment of the principal or interest of said promissory note, or any portion thereof, when same shall become due and payable according to the terms and conditions thereof, then the said party of the second part, his executors, administrators and assigns, are hereby empowered to sell the said premises with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the moneys arising from such sale, to retain the whole of said principal and interest, whether the same shall then be due or not, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs and assigns. And in any suit or other proceeding that may be had for the recovery of said sum and interest, on either said note or this mortgage, it shall and may be lawful for the said party of the second part, his heirs, executors, administrators or assigns, to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit, the sum adjudged reasonable in dollars in gold coin (or in case settlement or payment being made after suit has been commenced, and before the final decree has been entered thereon, an attorney's fee of one hundred dollars in gold coin shall be taxed as part of the costs in such suit) as well as all payments that the said party of the second part his heirs, executors, administrators or assigns, may be obliged to make for themselves or their security by insurance or on account of any taxes, charges, assessments or assessments whatsoever on the said premises or any part thereof.

In Witness Whereof, The said parties of the first part have hereunto set our hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

E. H. Hartwig

Geo. S. Culbertson

Harry Olsen

Mary Olsen

Seal

Seal

State of Oregon

County of Multnomah }²¹ This is to certify, That on this 23rd day of May A.D. 1905, before me, E. H. Hartwig a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Harry Olsen and Mary Olsen, his wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal, the day and year in this certificate first above written.

My commission expires : Notarial :

April 4th, 1906.

Seal

E. H. Hartwig, Notary Public in and for the State of Oregon, residing at Flood River, Oregon

Filed for record by E. H. Hartwig on June 5, 1905 at 1.15 o'clock P.M.

A. Fleckhauer

Cv. Auditor