

\$1000.00

Portland, Oregon August 30. 1905.

On the first day of January, 1907, for value received, I promise to pay to the order of Rachel A. Ellis, at Portland, Oregon, the sum of One thousand Dollars, and interest thereon from date hereof at seven per centum per annum payable annually. Said principal and interest shall be paid in United States Gold coin of the present standard of weight and fineness.

This note is secured by a mortgage of even date herewith, executed and delivered by the maker hereof in favor of the payee herein conveying certain real property therein described, the terms of which mortgage are made a part hereof. It is hereby agreed that if default be made in the payment of any part of said principal or of the interest on this note or any part thereof, or if failure be made to perform any of the covenants and agreements contained in the said instrument securing this note, then, at the option of the holder of this note, the principal sum, with accrued interest, shall at once become due and collectible without notice, time being of the essence of this contract, and said principal sum shall bear interest at the rate of seven per centum per annum from the date of such default until paid. And it is also agreed that in case suit or action is instituted to collect this note, or any portion thereof, the maker of this note shall pay such additional sum as the Court may adjudge reasonable as an attorney's fee in such suit or action.

This contract is to be construed ~~and~~ in all respects and enforced according to the laws of Washington.

Nora Shields

William H. Shields.

The other two notes are for \$1000.00 each and are of like tenor and effect to the foregoing, except that they fall due respectively on the first day of January, 1908, and on the first day of January, 1909.

Now Therefore, These promises are made upon the following express condition, that if the Mortgagor shall pay to the Mortgagee, all and every sum of money specified in said notes, with interest thereon, according to the tenor and effect of the said notes, and shall keep and perform all and singular the covenants and agreements herein contained for the Mortgagor to keep and perform then these promises shall cease and be void, but otherwise shall remain in full force and virtue. And the Mortgagor hereby agrees and covenants with the Mortgagee as follows:

First: That the said premises are free and clear of all liens or incumbrances and that the Mortgagor will warrant and defend the same unto the mortgagee forever, against the lawful claims and demands of all persons whomsoever. Second: That the mortgagor will pay the principal sum and the interest hereinbefore referred to and described promptly as they become due. Third: That so long as said notes shall remain unpaid in whole or in part, the mortgagor will pay all taxes, assessments, and other charges that may be levied or assessed upon or against the said premises, at least ten days before they become delinquent. Fourth: That the Mortgagor will keep all the improvements erected and to be erected on said premises in good order and repair, and will immediately pay off any lien having or which may have precedence to this mortgage and will not do or permit waste of the premises hereby mortgaged. Fifth: That so long as said notes shall remain unpaid in whole or in part the Mortgagor will keep the present buildings upon, or any which may hereafter be erected upon said premises, insured against fire in a sum not less than \$1000.00