

Alb. B. Rhodes to E. L. Brown

This Indenture Witnesseth, That I, Alb. B. Rhodes, unmarried, in consideration of Six hundred <600> Dollars, to me in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto Edward L. Brown the following described premises, to-wit:

The Northeast quarter of Section seventeen <17> in Township Three <3> North of Range Seven <7> East of W. M. containing one hundred sixty <160> acres, situated in Multnomah County, State of Washington. Together with tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold the same with the appurtenances unto the said Edward L. Brown his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of Six hundred <600> Dollars, and the interest thereon, in accordance with the tenor of a certain promissory note, of which the following is a copy to-wit:

\$600⁰⁰

Vancouver, Wash., March 24th 1906.

One year after date, for value received, I promise to pay to the order of Edward L. Brown, Six hundred <600> Dollars, with interest thereon payable semi-annually at the rate of 8 per cent per annum from date; and if not so paid, the whole sum of both principal and interest to become immediately due and collectable at the option of the holder of this note. If the interest is not paid when due it shall be compounded with the principal and bear like interest thereon, principal and interest payable in U. S. Gold coin, and in case suit is instituted to collect this note or any portion thereof I promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees, to be taxed as a part of the costs of said suit, for the use of plaintiff's attorney. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

Alb. B. Rhodes.

Now if the sum of money due upon said promissory note be paid according to the agreements therein expressed, this conveyance shall be void, but in case default be made in the payment of the principal or interest as therein provided, then the said Edward L. Brown or his legal representative may sell the premises above described, with all and every of the appurtenances or any part thereof, in the manner provided by law and out of the money arising from such sale retain the said principal and interest, together with the costs and charges of making such sale, and the surplus, if any there be, pay over to the said Alb. B. Rhodes, his heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.

In Witness Whereof I hereunto set my hand and seal this 24th day of March A.D. 1906

Executed in presence of

A. H. Sura

E. C. Lawrence

Alb. B. Rhodes (Seal)

State of Oregon

County of Multnomah

I, the undersigned, do hereby certify that on this 24th day of March A.D. 1906, before me personally appeared Alb. B. Rhodes, to me known to be the individual described in, and who executed the within instrument, and acknowledged to

Satisfied
Bk 6 mty
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