

hundred and seventy-five Dollars, in accordance with the tenor of a certain promissory note of which the following is a substantial copy, to wit:

# 175<sup>th</sup>

Portland, Ore. July 7. 1906.

On or before one year after date, without grace, I promise to pay—to the order of Julia C. La Burre at ———— One hundred and seventy-five Dollars, in Gold coin of the United States of America, of the present standard value, with interest thereon in like Gold coin at the rate of 7 per cent per annum from maturity until paid, for value received. Interest to be paid. ———— and if not so paid, the whole sum of 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, I promise and agree to pay in addition to the costs and disbursements, provided by statute, such additional sum, in like Gold coin, as the Court may adjudge reasonable, for attorneys fees to be allowed in said suit or action.

Samuel T. Hirsch.

Now Therefore, if the said promissory note, principal and interest and attorneys fees shall be paid when the same shall become due, according to the terms and conditions of said promissory note, then this indenture shall be void, but in case default shall be made in the payment of the principal or interest or attorneys fees, 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, 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 such sale to retain the said principal and attorneys fees and such other sums as may be due hereunder, together with the costs and charges of making such sale, and the surplus, if any, pay or demand to the party of the first part, his heirs and assigns. It is also expressly understood that if any sum made payable by the terms of said promissory note, or becoming due hereunder, shall remain unpaid for a period of ———— after the same shall have become due and payable, then the party of the second part, her executors, administrators and assigns may foreclose their mortgage at any time thereafter. And the said Samuel T. Hirsch, heirs, executors and administrators does 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.

In Witness Whereof, I have hereunto set my hand and seal the day and year first above written.

Signed, sealed, and delivered in the presence of us as witnesses

Maria Joy  
Allen R. Joy  
State of Oregon

Samuel T. Hirsch (Seal)

County of Multnomah }<sup>ss.</sup> Be it Remembered That on this seventh day of July A.D. 1906, before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named Samuel T. Hirsch, who is known to me to