

hereditaments and appurtenances thereto belonging.

This conveyance is intended as a mortgage to secure the payment of Two Thousand Two Hundred Fifty (\$2,250.00) Dollars, gold coin of the United States, together with interest thereon in like gold coin at the rate of six per cent, per annum from date until paid according to the terms and conditions of a certain promissory note bearing even date November 22, 1906, made by Fred A. Krebs, payable on or before one year after date to the order of Annie C. DeWet and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default be made in payment of the principal or interest of said promissory note, or any part thereof, when the same shall become due and payable according to the terms and conditions thereof, then the said party of the second part her 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 money 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 overplus if any thereof shall be paid by the party making such sale, on demand, to the said party of the first part his heirs or assigns. And in any suit or other proceedings that may be had for the recovery of said principal sum and interest, on either said note or this mortgage it shall and may be lawful for the said party of the second part her 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 such sum as the Court may adjudge reasonable as attorney's fee to be taxed as part of the costs in such suit as well as all payments that the said party of the second part, her heirs, executors, administrators or assigns may be obliged to make for her or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof. In case the mortgaged premises fail to sell for a sum sufficient to pay the mortgage debt, costs of foreclosure and sale, interest and attorney's fees, it is agreed that the mortgagee may have judgment against the mortgagor for the deficiency.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

Joseph Seliger
Julia Maxwell

Fred A. Krebs (and)

State of Oregon

County of Multnomah } ss. This is to certify, That on this 22nd day of November, A.D. 1906, before me a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally came Fred A. Krebs, a widower, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Notary
read

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

Notary Public in and for the State of Oregon, residing at Portland therein.

Filed for record by C.W. Embury on Nov. 24, 1906 at 1-15 P.M.
A. Herboldson.
Co., Auditor