

township two (2) North Range Six (6) East, of Willamette Meridian containing one hundred sixty acres more or less.

Together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and also, all the estate, right, title and interest of the said party of the first part, of, in and to the same. To Have and To Hold the hereinbefore granted, bargained and described premises, with the appurtenances unto the said party of the second part her heirs and assigns, to her and their own use, benefit and behoof forever.

This conveyance is intended as a mortgage to secure the payment of the sum of Eight hundred and no/100 Dollars, in accordance with the tenor of a certain promissory note, of which the following is a copy to-wit:

\$800.00

East Portland, Or., Dec. 21st. 1906.

On or before three years after date, without grace I promise to pay to the order of Ellen P. Duane at the office of Lambert & Sargent, at East Portland, Oregon, Eight hundred and no/100 Dollars, in U. S. Gold Coin, with interest thereon in like Gold Coin, at the rate of six per cent. per annum, from date until paid, for value received.

Interest to be paid semi annually 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 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 sum as the Court may adjudge reasonable and just, in like Gold Coin, for attorney's fees in said suit or action.

Copy

Henry S. Newman.

Now, Therefore, if the said promissory note, principal and interest, shall be paid at maturity according to the terms thereof, this Indenture shall be void; but in case default shall be made in the payment of the principal or interest, as above provided, then the party of the second part, her executors, administrators and assigns are hereby empowered to foreclose this mortgage in the manner prescribed by law. And the said Henry S. Newman his heirs, executors and administrators, doth covenant and agree to pay unto the said party of the second part, her executors, administrators or assigns, the sum of money as above mentioned.

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