

gold coin at the rate of eight (8) per cent per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date May 11, 1907, made by Maggie E. Hamilton and Elijah C. Hamilton payable semi-annually to the order of Peter Lockman, 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 the payment of the principal or interest of said promissory note, or any part thereof, when the same shall become due and payable, then the said party of the second part, his heirs, executors, administrators or assigns, are hereby empowered to sell the said premises 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, to retain the whole of said principal and interest whether the same shall be due or not, together with the costs and charges of making such sale, and the overplus if any there be, shall be paid, on demand, to the said parties of the ^{first} part, their heirs or assigns. And in case suit or other proceedings shall ever be had for the recovery of said principal sum and interest, on either said note or mortgage, it shall and may be lawful for the said party of the second part his heirs, executors, administrators or assigns to include in the judgment that may be had, counsel fees and charges of attorneys and counsels employed in such foreclosure suit, the sum of Dollars in gold coin, as well as all payments that the said party of the second part his heirs, executors, administrators or assigns, may be obliged to make for his or their security by insurance or on account of any taxes, charges, incumbrances or encumbrances whatsoever on the said premises or any part thereof. In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

Mabel E. Paulsen

J. M. Schmeltzer

State of Oregon

County of Wasco

Maggie E. Hamilton (Seal)

Elijah C. Hamilton (Seal)

This is to certify that on the eleventh (11) day of May A. D. 1907 before me, J. M. Schmeltzer, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally came Maggie E. Hamilton and Elijah C. Hamilton wife and husband, to me known to be the individuals described in and who executed the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

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

(Notarial)

(Seal)

J. M. Schmeltzer, Notary Public in and for the

State of Oregon, residing at Flood River

Filed for record by Public Clerk Co. on May 13, 1907 at 1.15 P. M.

A. R. R. R.

Co. Auditor