

the hereinbefore granted, bargained and described premises, with the appurtenances unto the said party of the second part, his heirs and assigns forever. And the said party of the first part does covenant to and with said party of the second part, his heirs and assigns, that he is the owner of the above granted premises in fee simple; that they are free from all incumbrances and that he will, and his heirs, executors and administrators, shall Warrant and Defend said above granted premises unto the said party of the second part, and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

This Instrument is intended as a Mortgage to secure the payment of the sum of \$ Eleven Hundred, Four Dollars interest thereon and attorney's fee, in accordance with the tenor of a certain promissory note of which the following is a substantial copy, to-wit:

\$1104⁰⁰

The Dalles, Oregon, July 5th 1907

One year after date, without grace, I, promise to pay to the order of Chas. J. Stubbing, Eleven Hundred, Four Dollars, with interest thereon at the rate of eight per cent. per annum from date until paid, for value received; both principal and interest payable only in U. S. Gold coin of the present standard value, at the office of Menefee & Wilson, The Dalles, Oregon; and in case suit or action 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 in said suit or action.

W. —

Chas. C. Phayer

Now, Therefore, if the said promissory note, principal and interest and attorney's fees, shall be paid when the same shall become due, according to the terms and conditions of said promissory note and of this indenture, then this indenture shall be void; but in case default shall be made in the payment of the principal or interest 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 herein provided, then the party of the second part, his 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 said sale to retain the said principal and attorney's fees, and