

premises unto the said party of the second part, and unto her heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

This conveyance is intended as a Mortgage to secure the payment of the sum of One Hundred Dollars, interest thereon and attorney's fees, in accordance with the tenor of a certain promissory note of which the following is a substantial copy, to-wit:

\$100⁰⁰

The Dalles Or. Oct 6th 1903.

On or before One Year after Date, without grace, we or either of us promise to pay to the order of Emma M. Bartney at The Dalles, Wares Co. Oregon, One Hundred Dollars in Gold Coin of the United States of America, with interest thereon in like Gold Coin at the rate of ten per cent per annum from Date payable semi-annually until paid, for value received; and in case suit or action is instituted to collect this note or any portion thereof, we or either of us promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit or action.

Emm

D. M. Taylor

Phoebe C. Taylor.

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 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 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 said sale to retain the said principal and attorney's fees, and such other sum or sums as may be due hereunder, together with the costs and charges of making such sale, and the overplus, if any, pay or demand to the parties of the first part, their heirs or assigns. And the said parties of the first part, their heirs, executors and administrators, do 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, we the grantors above named, hereunto set our hands and seals this 6th Day of October A. D. 1903.

Executed in the presence of }
T. A. Hudson }
Annette Mitchell }

David M. Taylor Seal
Phoebe C. Taylor Seal

State of Oregon } ss.
County of Wares }

This Certifies, That on the 6th Day of October 1903, personally appeared before me the undersigned, a Notary Public in and for the County and State above named, David M. Taylor and Phoebe C. Taylor, Husband and wife,