

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 Three hundred and Seventy Dollars in accordance with the tenor of one certain promissory note of which the following is substantial copy, to-wit:

\$370⁰⁰

Portland, Oregon August 29th 1907

Ninety Days after date, without grace, we promise to pay to the order of D. J. Finck at Portland, Oregon, Three hundred and Seventy Dollars, in Gold Coin of the United States of America, of the present standard value, with interest thereon in like Gold Coin at the rate of Eight per cent. per annum from date until paid, for value received. Interest to be paid at maturity 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 or action is instituted to collect this note, or any portion thereof, we promise and agree to pay in addition to the costs and disbursements provided by statute, such additional sum, in like Gold Coin, as the Court may adjudge reasonable, for Attorney's fees to be allowed in said suit or action.

Signed E. S. Hatch.

L. J. Hatch.

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 whole sum, both the principal and interest accrued at the time default is made, shall become due and payable, and the party of the second part, his executors, administrators and assigns, are hereby empowered to foreclose this mortgage in the manner prescribed by law. And the said parties of the first part and their heirs, executors and administrators do covenant and agree to pay unto the said party of the second part, his executors, administrators or assigns, the said sum of money as above mentioned.

In Witness Whereof, we have hereunto set our hands and seals, the day and year first above written.