

shall be paid according to agreement therein expressed, this conveyance shall be void, but in case default shall be made in payment of the principal or interest, as above provided, then the said T. R. Phillips and his legal representatives may 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 such sale, retain the said principal and interest, together with the costs and charges of making such sale, and a reasonable sum as attorney's fees, and the surplus, if any there be, paid over to the said Ella Nessly her heirs or assigns, and the said party of the first part, for her heirs, executors and administrators does covenant and agree to pay said party of the second part, his executors, administrators or assigns the said sum of money as above mentioned.

Witness my hand and seal this 22nd day of January A.D. 1908.

Done in the presence of

F. H. Arnold

A. E. Young

State of Oregon

County of Multnomah

Be it Remembered, That on this 22d day of January A.D. 1908 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Ella Nessly, an unmarried woman who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that she executed the same freely and voluntarily.

In Testimony Whereof, I have hereunto set my hand and Notarial seal the day and year last above written.

Frederick H. Arnold

(Notarial Seal)

Notary Public for Oregon, Residing at Portland, Multnomah County, Oregon.

Commission expires March 5, 1909.

Filed for record by T. R. Phillips on Jan. 24, 1908 at 1:15 P. M.

A. Fleischhauer
Co. Auditor

By E. Swisher
Deputy.