

with the above named grantee Mortgagee that we are the owners in fee simple of said premises and that the same are free from incumbrance. Said Mortgagees agree to keep the buildings upon said premises insured in some fire insurance company satisfactory to said mortgagee with loss payable to said mortgagee, as his interest may appear for the sum of \$1000, such insurance to continue during this mortgage. Together with tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To have and to hold the same with the appurtenances, unto the said Albin Floss, his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of Eight hundred Dollars in accordance with the tenor of a certain instrument of writing, of which the following is substantial copy, to-wit:

\$ 800.00

Portland Oregon, Febr. 13th. 1904.

Two years after date, without grace We promise to pay to the order of Albin Floss, at the office of Geo. P. Lent, Portland, Oregon, Eight hundred 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 8 per cent per annum from date until paid, for value received. Interest to be paid ^{semi} annually, 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 { Lora Moffett
Thomas Moffett.

Now, if the sums of money due upon said instrument 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 Albin Floss 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 overplus, if any there be, paid over to the said Lora Moffett her heirs or assigns, and the said parties of the first part, for their heirs, executors and administrators, do covenant and agree to pay the said party of the second part, her executors, administrators or assigns the said sum of money as above mentioned.

Witness our hands and seals this 13th day of February A.D. 1904.

Done in presence of
J. C. Mc Grew
Geo. P. Lent

Lora A. Moffett Seal
Thomas Moffett Seal