

persons Whomsoever.

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

\$400.00

The Dalles, Oregon, March 11th 1908

Eighteen months after date, without grace, I promise to pay to the order of L. Comini Four Hundred 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, at the office of Menefee & Wilson, The Dalles, Oregon, interest payable annually; and if not so paid, then 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, I promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees in said suit or action.

(signed) Alfred Bargaron

Now therefore, if the said promissory note, principal and interest and attorneys fee 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 principal or interest mentioned in said 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 or assigns are hereby empowered to sell the said 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 to retain the said principal and interest and attorneys fees and such other sum or sums of money as may be due hereunder, together with the costs and charges of making such sale and the over plus if any, pay on demand to the party of the first part his heirs or assigns. And the said party of the first part does covenant and agree to pay to the party of the second part, his executors, administrators or assigns, the said sum of money as above mentioned.

In Witness Whereof the Mortgagor above named, hereunto sets his hand and seal this 11th day of March A.D. 1908

Executed in presence of

Fred W. Wilson

Content Elton

State of Oregon

his
Alfred x Bargaron (Seal)
mark

County of Wasco, ss. This Certifies, That on this 11th day of March 1908 personally appeared before the undersigned, a Notary Public in and for said County and State above named, Alfred Bargaron, an unmarried man, personally known to me to be the identical person named in and who executed the foregoing instrument and he acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

In Testimony Whereof I have hereunto set my hand and official seal the day and year in this certificate last above written.

(Seal of Notary)

Fred W. Wilson

Notary Public for Oregon

Filed for record by F.W. Wilson on March 19th 1908 at 1.15 P.M.

A. Fleischhauer
Co. Auditor