

This conveyance is intended as a mortgage to secure the payment of the sum of Twelve hundred fifty dollars in accordance with the tenor of a certain promissory note of which the following is a copy-to-wit:

\$1250.00

Portland, Oregon, April 24th 1908

On or before May 1st 1910 after date without grace, I MacArthur M. Fullerton promise to pay to the order of F.E. Bethea, Twelve Hundred fifty Dollars (\$1250.00) for value received, with interest after May 1st 1908 at the rate of 7 per cent per annum until paid. Principal and interest payable in U.S. Gold Coin at Portland, Oregon, 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.

MacArthur M. Fullerton

And the payment of said note shall render void this conveyance; but in case default is made in the payment of the principal or interest in said note expressed when either principal or interest shall become due, 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 may foreclose this mortgage at any time thereafter. And the party of the first part covenant that said MacArthur M. Fullerton is the owner and seized in fee simple of said real estate, and that he will pay all of said sums of money, principal and interest, specified in said note at the times therein designated. And it is further expressly agreed between the parties to this mortgage that if the party of the second part is compelled to foreclose this mortgage by reason of the nonpayment of said note or any portion thereof then in addition to the sum found due at the time of such foreclosure he shall be entitled to recover such sum as the court may adjudge reasonable as attorneys fees in said suit or action in addition to costs and disbursements allowed by the Court of Civil Procedure.

In Witness Whereof I have hereunto set my hand and seal this 24th day of April A.D. 1908

Signed, sealed and delivered in the presence of us as witnesses:

Margaret White

MacArthur M. Fullerton (Seal)

W.A. Johnson

State of Oregon

County of Multnomah, ss. This certifies that on this 24th day of April 1908 before me, the undersigned, a Notary Public for the State of Oregon, residing at Portland in Multnomah County Oregon, personally appeared the within named MacArthur M. Fullerton, known to me to be the identical person described in and who executed the within instrument and 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 notarial seal the day and year last above written.

W.A. Johnson, Notary Public for Oregon

(Notarial Seal)

residing at Portland, Oregon.

Filed for record by F.E. Bethea on May 12th 1908 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

I hereby record this within mortgage, the same being fully paid and interest thereon 8th day of May 1909 W.A. Johnson

1.20