

in said suit or action.

sigd. Chas Clemens

Clara Clemens

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 and interest as above provided, then the whole sum of both principal and interest accrued at the time default is made, shall become due and payable and the parties of the second part, their successors or 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 parties of the second part, their successors and 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 abovesigned. Signed, sealed and delivered in presence of us as witnesses

A.W. Glutsch

Chas Clemens (Seal)

A.E. Buttner

Clara Clemens (Seal)

State of Oregon

County of Multnomah, ss. Be it Remembered that on this eleventh day of May A.D. 1908 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Chas Clemens and Clara Clemens, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged that they 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.

A.E. Buttner

(Notarial Seal)

Notary Public for Oregon.

Filed for record by Weinhard Brewing Co. on May 21st 1908 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

T.R. Phillips to Edward H. Willard

Know all men by these presents that T.R. Phillips of Portland, Oregon, the party of the first part for and in consideration of the sum of One Dollar to him in hand paid by Edward H. Willard of Portland, Oregon the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over and by these presents does grant, bargain assign, transfer and set over unto the said party of the second part, a certain Indenture of Mortgage, bearing date the 22nd day of January one thousand nine hundred and eight made and executed by Ella Nessly of Portland, Oregon, to the said party of the first part, to secure the payment of the sum of five hundred fifty and no/100 Dollars, together with the note or obligation therein described, and the money due or to grow due thereon, with the interest; which said Indenture of Mortgage was recorded in the office of the Recorder of the County of Skamania, State of Washington in Book "G" of Mortgages page 633 on the 24th day of January A.D. 1908.

To Have and to Hold the same unto the said party of the second part his executors administrators and assigns, for his use and benefit, subject only to the proviso in the said Indenture of Mortgage mentioned. And the said party of the first part does hereby covenant to and with the said party of the second part that the said party of the first part is lawful owner and holder of the said note and Mortgage and that he has a good right to sell transfer and assign the