

the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year in this certificate first above written.

(NOTARIAL)
(SEAL)
Commission Expires Sept. 14, 1909.

A. Julia Kirker
Notary Public in and for the State of Oregon.

Filed for record by Keeley & Dubois on May 30th 1908 at 1:15 P.M.

A. Fleischhauer,
County Auditor.

1.20
✓

Satisfied

*Pg 477 BK N
8-7-17*

F.W. Ariss & wife to Alma J. Haynes.

THIS INDENTURE WITNESSETH, That we, F.W. Ariss and Isabelle D. Ariss his wife in consideration of Three Thousand Five Hundred (\$3500.00) Dollars to us in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto Alma J. Haynes the following described premises, to-wit:

The West half of the Southeast quarter of the Northwest quarter and the West half of the Northeast quarter of the Southwest quarter of Section twenty-one (21) in Township three (3) North of Range ten (10) East of Willamette Meridian. Together with tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same, with the appurtenances, unto the said Alma J. Haynes, his heirs and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of Three Thousand Five Hundred (\$3500.00) Dollars, and the interest thereon, in accordance with the tenor of a certain promissory note, of which the following is a copy, to-wit:
\$3500.00 Underwood, Wash., May 27, 1908.

On or before five years after date, for value received, we promise to pay to the order of Alma J. Haynes Three thousand five hundred (\$3500.00) Dollars, with interest thereon payable annually at the rate of 7 per cent per annum from date; and if not so paid, the whole sum of both principal and interest to become immediately due and collectable at the option of the holder of this note. If the interest is not paid when due it shall be compounded with the principal and bear like interest therewith, principal and interest payable in lawful money of the United States. And in case suit is instituted to collect this note, or any portion thereof, we promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees, to be taxed as a part of the costs of such suit, for the use of plaintiffs attorney. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

F.W. Ariss

Now if the sums of money due upon said promissory note be paid according to the agreements therein expressed, this conveyance shall be void; but in case default be made in the payment of the principal or interest as therein provided, then the said Alma J. Haynes or his legal representative may sell the premises above described, with all and every of the appurtenances or any part thereof, in the manner provided 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 the surplus, if any there be, pay over to the said F.W. Ariss his heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder of thereof.

In witness whereof we hereunto set our hands and seals this 27th day of May, A.D. 1908.

Signed, sealed and Delivered in)
presence of)
B.W. Ariss)
O.A. Neal)

F.W. Ariss (Seal)
Isabelle D. Ariss (Seal)