

party of the first part covenants that he is the owner in fee of the said premises, that he will warrant and defend them against the lawful claims and demands of all persons whomsoever.

This Conveyance is intended as a Mortgage to secure the payment of the sum of Eight hundred fifty and no/100 Dollars in accordance with the tenor of a certain promissory note of which the following is a substantial copy, to-wit:

\$850.00.

Portland, Oregon, October 28, 1908.

For value received, I promise to pay to the order of F.Ladzik, the sum of Eight hundred fifty and no/100 dollars, in U.S.Gold Coin, with interest thereon at the rate of 6% per annum, payable annually until the said principal is fully paid; said sum of \$850.00 to be paid in installments as follows:- \$200.00 to be paid on or before October 28, 1909; \$200.00 to be paid on or before October 28, 1910; \$200.00 to be paid on or before October 28, 1911; and the balance of \$250.00 to be paid on or before October 28, 1912, and the accrued interest on all said unpaid sums to be fully paid on each of the above named dates, and I further promise and agree that in case I fail to pay any of the above named sums at the dates hereinabove mentioned, and when the same shall become due and payable as herein provided and agreed, that the whole of said principal sum and accrued interest herein and above mentioned shall become immediately due and collectible at the option of the holder of this note. And in case suit or action shall be instituted to collect this note or any part thereof, I promise and agree to pay such further sum as the Court may adjudge reasonable as an attorney's fee in said suit or action.

Julius Motzkus.

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 or interest as above provided, 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, his executors, administrators and assigns, are hereby empowered to foreclose this mortgage in the manner prescribed by law. And the said party of the first part and his heirs, executors and administrators does covenant and agree to pay unto the said party of the second part, his executors, administrators or assigns, the said sum of money as above mentioned.

In Witness Whereof, I have hereunto set my hand and seal, the day and year first above written.

Signed, Sealed and Delivered in the Presence of Us as Witnesses:

Julius Motzkus (Seal)

Bess Sharon.

E.B. Dufur

State of Oregon, )  
County of Multnomah ) ss.

Be it Remembered, That on this 28th day of October A.D.1908 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Julius Motzkus, an unmarried man, who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily, and that he signed and sealed the same as his free act and deed for the uses and purposes therein mentioned.

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

(Notarial Seal)

E.B.Dufur

My commission expires January 24th 1909.

Notary Public for Oregon.

Filed for record by D. Nelson on October 31, 1908 at 10:15 A.M.

A. Fleischhauer, County Auditor.

*I hereby cancel this within mortgage, the same being fully paid this 29th day of Dec. 1909*  
*Attest: Alexander, Auditor*