

and Herman Henney at Portlaand Oregon, One thousand Dollars in Gold Coin of the United States, of the present standard value, with interest thereon in like Gold coin at the rate of Six per cent p per annum from date until paid for value received. -Interest to be paid semi-annually, and if not so paid the whole sum of both principal and interest to become immeditaely due and collectable 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 and agree to pay in addition to the costs and disbursements provided by statute, such additional sum as the Court may adjudge reasonable, for attorneys fees to be allowed in said suit or action.

Minnie K Munn

F.S.Munn

And the parties of the first part covenant that they are the owners in fee simple of the said real estate, and that it is free from all incumbrances save and except that certain mortgage dated on or about January 2nd 1909 in favor of Louisa C. Bennett, for the saum of \$1583.50. That they will pay all of said sums of money, the principal and interest as specified in said note and at the times therein designated and all taxes and assessments which may be levied upon said land, when the same become due and payable. And that they will keep the buildings thereon errected or to be erected insured against loss by fire in the sum of seven hundred Dollars in a company or companies satisfactory to the said mortgagess, the loss if any made payable to such mortgagees. And it is expressly agreed by and between the parties hereto that of the said mortgagers shall fail or neglect to insure the said buildings or to pay the taxes or assessments as above provided, the mortgagees may do so at their option and the premiums or taxes and assessments so paid shall at once become due and payable and shall be a part of the debt secured by this mortgage and a lien on the said real property. Now if the sums of money due upon said note and as in the covenants otherwise hereinabove provided shall be paid according to the agreements therein expressed, this conveyance shall be void, but in case default shall be made in the payment of the principal or interest or other payments hereinabove provided and as above provided, then the said Amelia Henney and Herman C. Henney, or their legal representatives 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 monet arising from such sale retain the said principal and interest and other moneys advanced under the conditions above provided, and a reasonable attorneys fee, and the overplus if any there be, paid over to the said Minnie K. Munn and F.S. Munn, their heirs and ass gns, and the said parties of the first part, their heirs and assigns do covenant and agree to pay the said parties of the second part their executors, administrators or assigns, the said sums of money above mentioned.

Witness our hands and seals this 9th day of February A.D. 1909

Done in the presence of

F.S. Bennett

Minnie K. Munn (Seal)

George Tazwell

F.S. Munn (Seal)

State of Oregon

County of Multnomah, ss. Be it Remembered that on this 9th day of February 1909 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Minnie K. Munn and F.S. Munn her husband, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

(Notarial Seal)

Frank S. Bennett

Notary Public for Oregon

Filed for record by F.S. Munn on Febry 12th 1909 at 1.15 P.M.

A. Fleischhauer, Co. Auditor