

five (5) East of Willamette Meridian.

Second tract: Commencing at a post on the Northeast corner of a portion of the land owned by Bernard Haffey (said post being on the east line of the real estate of the estate of William Haffey, deceased, 39 rods and 9 links north of the southeast corner of said estate), thence north along the east line of the estate of said William Haffey, deceased, 15 rods and 17 links, thence west parallel with the north line of the real estate owned by Bernard Haffey 80 rods and 16 links, thence south 15 rods and 17 links to the Northwest corner of that portion of real estate owned by said Bernard A. Haffey, thence east along the north line of that portion of real estate owned by said Bernard A. Haffey 80 rods and 16 links to the place of beginning, containing 8 acres. Also commencing at the Northeast corner of the estate of said William Haffey deceased and running thence south along the east line of said estate 17 rods and 20 links; thence west parallel with the North line of said real estate of said estate 17 rods and 20 links; thence north parallel with the east line of the real estate of said estate 17 rods and 20 links to the north line of real estate of said estate, thence east on the north line of the real estate of said estate to the place of beginning, containing 2 acres, all of said property being situated in the Donation Land Claim of John W. Stevenson and Sarah Stevenson his wife, in Sec. 4 T.1 N.R.5 E. and Sec. 33 T. 2 N.R.5 E.W.M.

Third tract: The Southwest quarter of the Northeast quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$) of Section four (4) in Township One (1) North of Range five (5) East of Willamette meridian, excepting therefrom the $E\frac{1}{2}$ of the $E\frac{1}{2}$ of said $SW\frac{1}{4}$ of $NE\frac{1}{4}$, the amount of land hereby conveyed being 30 acres.

Together with the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining. To have and to hold unto the said mortgagee his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of five hundred (\$500.00) Dollars in accordance with the tenor of a certain promissory note of which the following is a copy, to-wit:

\$500.00

Portland, Oregon April 14th 1909

Three years after date without grace, I promise to pay to the order of Walter Duggan at Cape Horn Washington five hundred dollars (\$500.00) in Gold coin of the United States of America, of the present standard value, with interest thereon in like gold coin at the rate of seven per cent per annum from date until paid for value received. Interest to be paid annually and if not so paid the whole sum of both principal and interest to become immediately due and collectible 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 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.

(Signed) Bernard A. Haffey

(Signed) Clancie G. Haffey.

And the said mortgagors hereby covenant that they are the owners of said premises in fee simple that they are free from all incumbrances and that they will pay all taxes assessed against said note and mortgage and upon said premises at least ten days before the same become delinquent. Now the payment of said note, interest and taxes as herein provided, shall render this conveyance void; but in case default is made in the payment of the interest in said note expressed when the same shall become due, or failure to pay the taxes as herein provided or in default of the performances of any of the covenants or conditions as herein expressed on the part of the mortgagors, then the whole of the principal and the interest accrued at the time default is made or declared, and all taxes upon said premises which the holder of said note shall have paid, or become liable to pay, shall, at the option of the holder of said note, become due and payable and this mortgage may be foreclosed at any time thereafter. Now it is agreed by said mortgagors that if the mortgagee be compelled to foreclose this mortgage by reason of any breach of the agreements herein contained, the mortgagee shall be entitled to a reasonable attorneys fee in