

Together with the tenements herditaments 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 fifteen hundred dollars (\$1500.00) in accordance with the tenor of a certain promissory note of which the following is a copy, to-wit:

\$1500.00

Portland, Oregon, May 8th 1909

On or before three years after date, without grace we promise to pay to the order of John Wachter at Stevenson, Wash. Fifteen hundred dollars (\$1500.00) 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 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 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 we promise to pay in addition to the costs and disbursements provided by statute, such additional sum in like gold coin as the Court may adjudge reasonable for attorneys fees to be allowed in said suit or action.

signed W.H.A.T. Wallace
Nina B. Wallace
W.C. Cable
Nellie R. Cable

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 the taxes on said premises at least ten days before the same become delinquent.

Now the payment of said note, interest, taxes 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 performance of any of the covenants and conditions as herein expressed on the part of the mortgagors, then the whole of the principal and 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 this note become due and payable and this mortgage may be foreclosed at any time thereafter. Now it is agreed 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 said suit or action and the Mortgagors agree to pay said sums of money hereby secured and agrees that a deficiency judgment may be had against the said mortgagors in a suit or action to foreclose this mortgage by the holder thereof, or he may waive his security and recover directly upon said note.

In Witness Whereof we have herunto set our hands and seals this 8th day of May A.D. 1909

Signed, sealed and delivered in presence of

Fred L. Olson

F.M. Huitt

W.H.A.T. Wallace (Seal)
Nina B. Wallace (Seal)
W.C. Cable (Seal)
Nellie R. Cable (Seal)

State of Oregon

County of Multnomah, ss. I, Fred L. Olson, a Notary Public in and for the State of Oregon, residing at Portland, State of Oregon, do hereby certify that on this 8th day of May 1909 personally appeared before me W.H.A.T. Wallace & Nina B. Wallace (his wife) & W.C. Cable & Nellie R. Cable (his wife) to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 8th day of May 1909

(Notarial Seal)

Fred L. Olson, Notary Public for Oregon

residing at Portland therein

Filed for record by John Wachter on May 15th 1909 at 10.30 A.M.

I hereby canceled this within mortgage this 18th day of Jan. 1915.
Attest: Charles V. McElroy, Co. Auditor