

East of Willamette Meridian, together with all and singular the tenements hereditaments and appurtenances thereunto belonging.

This conveyance is given as a mortgage to secure the payment of eight thousand four hundred and sixty-six (\$8466.00) dollars in gold coin of the United States with interest thereon, in like gold coin, at the rate of six per cent per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date of June 25th 1909 made by the Shipherd Land, Light and Power Company, payable on or before ten years after date to the order of J.L. Walker as guardian of the estate of Fred Buhrer, insane, and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default is made in the payment of the principal or interest of said promissory note, or any part thereof the same shall become due and payable, according to the terms and conditions thereof, then the said party of the second part, his successors and assigns, are hereby empowered to sell the said premises and every of the appurtenances, or any part thereof, in the manner and form prescribed by law and out of the money arising from such sale, to retain the whole of said principal and interest whether the same shall then be due or not, together with the costs and charges of making such sale, and the overplus of any there be, shall be paid by the party making such sale on demand to the said party of the second part, his successors and assigns, and in case suit or other proceedings that may be had for the recovery of said principal sum and interest, of either said note or this mortgage, it shall be lawful for the said party of the second part his successors and assigns to include in the judgment that may be recovered counsel fees and charges of attorneys and counsel employed in such foreclosure suit such sum of money as the court may adjudge reasonable as attorneys fees to be taxed as a part of such suit as well as all payments that the said party of the second part his successors and assigns may be obliged to make for his or thier security on account of any taxes, charges, incumbrances or assessments whatsoever of the said premises or any part thereof.

In Witness Whereof the said party of the first part has hereunto caused this instrument to be executed by its proper officers under its corporate seal, which is hereto attached, the day and year first above written.

Witnesses:

A. Walter Wolf

A. Cydame Meehan

(Seal of Company)

The Shipherd Land, Light & Power Company

by E.L. Shipherd, president of the Shipherd

Land Light & Power Co.

Attest: Ralph E. Moody, Secretary

State of Oregon

County of Multnomah, ss. On this 25th day of June A.D. 1909 before me personally appeared E.L. Shipherd known to me to be the President of the Shipherd Land Light & Power Company, and Ralph E. Moody known to me to be the Secretary of the Shipherd Land Light & Power Company, the corporation that executed the within and foregoing instrument and they each separately acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they each were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation. In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

T.H. Ward, Notary Public for the State of Oregon

residing at Portland, Multnomah County, said state.

Filed for record by R.M. Wright on July 12th 1909 at 8.15 A.M.

A. Fleischhauer

Co. Auditor

✓ 120