

bounded and described as follows to-wit: The Southeast quarter of Section seventeen (17) in Township three (3) North of Range eight (8) East of Willamette meridian, together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining. This conveyance is intended as a mortgage to secure the payment of eight thousand four hundred and sixty six dollars gold coin of the United States together with the interest thereon in like gold coin at the rate of six per cent per annum from date until paid, according to the terms of a certain promissory note bearing date the June 25th 1909 made by the Shipherd Light Land and Power Co. 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 be made in the payment of the principal or interest of said promissory note or any part thereof then the same shall become due and payable according to the terms and conditions thereof and the said party of the second part his successors or assigns are hereby empowered to sell the same premises with all and every of the appurtenances or any part thereof in the manner provided by law and out of the money arising from such sale to retain the 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, if any there be, shall be paid by the party making such sale, on demand to the said party of the second part his successors or 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 or 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 taken as part of the costs of such suit, as well as all payments that the said party of the second part his successors or assigns may be obliged to make for his or their security on account of any taxes, charges, encumbrances 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 attached, the day and year first above written.

Witnesses: A. Walter Wolf
A. Cydam Meehan

The Shipherd Land, Light & Power Company

by E.L. Shipherd, President of the
Shipherd Land Light & Power Co.
Attest: Ralph E. Moody, Secretary

(Seal of Company)

State of Oregon.

County of Multnomah, ss. On this 25th day of June 1909 before me personally appeared E.L. Shipherd known to me to be the President of the Shipherd Land Light and Power Co., the corporation that executed the within and foregoing instrument and Ralph E. Moody, known to me to be the Secretary of the Shipherd Land Light and Power Co., and they each separately acknowledged the said instrument to be the free and voluntary act and deed of the said corporation for the uses and purposes therein mentioned, and on oath stated that they each were authorized to execute the 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.

T.H. Ward, Notary Public for state of Oregon
residing at Portland, Multnomah, Co. Ore.

Notarial Seal)

Filed for record by J.L. Walker on Jan. 17th 1910 at 1.15 P.M.

A. Fleischhauer

Co. Auditor