

thereunto belonging or in any wise appertaining. To have and to hold the same with the appurtenances unto the said Harvey Bliss, his heirs and assigns forever, subject to a certain mortgage for \$800.00 to Harvey Bliss. This conveyance is intended as a mortgage to secure the payment of the sum of five hundred dollars in accordance with the tenor of a certain promissory note of which the following is substantial a copy to-wit:

\$500.00

Portland, Oregon, February 3 1910

Six months after date without grace I promise to pay to the order of Harvey Bliss at Portland, Oregon five hundred and no/100 dollars in Gold coin of the United States of America to the present value with interest thereon in like gold coin at the rate of 10 per cent per annum from date until paid, for value received. Interest to be paid at maturity and if not so paid the whole sum of both principal and interest to become immediately 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 part thereof I 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) Carl E. Peterson

Now if the sums of money due upon said instrument shall be paid according to the agreement therein contained, this conveyance shall be void, but in case default shall be made in the payment of the principal or interest as above provided then the said Harvey Bliss and his 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 money arising from such sale retain the said principal and interest together with the costs and charges of making such sale and a reasonable sum as attorneys fees and the overplus if any there be, paid over to the said Carl E. Peterson his heirs and assigns, and the said party of the first part for his heirs, executors and administrators does covenant and agree to pay the said party of the second part his heirs or assigns the said sum of money as above mentioned.

Witness my hand and seal this 3rd day of February 1910

Done in presence of

Henry C. Prudhomme

J. L. Wills

Carl E. Peterson (Seal)

State of Oregon

County of Multnomah, ss. Be it Remembered that on this 3rd day of February 1910 before me, the undersigned a Notary Public in and for above County and State personally appeared the within named Carl E. Peterson (unmarried) who is known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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.

Henry C. Prudhomme

(Notarial Seal)

Notary Public for Oregon

Filed for record by H. C. Prudhomme on Feb 5th 1910 at 1.15 P.M.

A. Fleischhauer

Co. Auditor