

and defend the same against the lawful claims and demands of all persons whomsoever.

This conveyance is intended as a mortgage to secure the payment of the sum of twelve hundred (\$1200.00) dollars in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$1200.00

Portland, Oregon March 31st 1910

On demand after date without grace, we, either of us, promise to pay to the order of Louise Weinhard, Anna Wessinger, Paul Wessinger and Henry Wagner Executrices and executors of the last will and testament of Henry Weinhard, deceased, at Portland, Oregon twelve hundred dollars 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 quarterly 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 as attorney's fees to be allowed in said suit or action.

Walter E. Black

Mathilda Black

Now therefore if the said promissory note principal and interest shall be paid according to the terms thereof, this indenture shall be void, but in case default shall be made in the payment of the principal or interest as above provided, then the whole sum of both principal and interest accrued at the time default is made shall become immediately due and collectible and the party of the second part their successors or assigns are hereby empowered to foreclose this mortgage in the manner provided by law. And the said parties of the first part, their heirs, executors and administrators do covenant and agree to pay unto the said parties of the second part their successors or assigns the said sum of money above mentioned.

In Witness Whereof we have hereunto set our hand and seals the day and year first above written. Signed, sealed and delivered in presence of

A.R. Kammerer

Walter Black (Seal)

R.M. Wright

Mathilda Black (Seal)

State of Oregon

County of Multnomah, ss. Be it Remembered that on this 12th day of April 1910 before me, the undersigned a Notary Public in and for said County and State personally appeared the within named Walter Black and Mathilda Black husband and wife who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

In Testimony Whereof I have hereunto set my hand and Notarial Seal the day and year last above written.

R.M. Wright, Notary Public in and for State of Washington

(Notarial Seal)

residing at Stevenson, Wash.

Filed for record by Weinhard Berwery on April 26th 1910 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

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