

excepting ther from a strip of land across said lots that has been previously conveyed to the Portland Seattle Railroad Co. for a right of way for their railroad. Together

Together with all and singular the tenements hereditaments and appurtenances therunto belonging.

This conveyance is intended as a mortgage to secure the payment of the sum of five thousand (\$5000.00) dollars in gold coin of the United States together with interest thereon 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 September 1st 1909 made and executed by William Sutton Manners & Lizzie B. Manners to the order of Richard Jansen, and these presents shall be void if such payments 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 when the same become due and Payable (see special clause on back), according to the terms and conditions thereof then the said party of the second part or his executors administrators or assigns are hereby empowered to sell the said premises with all and every of the appurtenances or any part thereof in the manner prescribed by law and out of the proceeds arising from such sale to retain the said principal and interest wether the same shall then be due or not, together with the costs and charges of making such sale, and the everplus, if any there be, shall be paid by the party making such sale, upon demand, to the said parties of the first part their heirs or assigns. And in any suit or other proceeding that may be had for the recovery of the said principal and interest on either said note or this mortgage, it shall and may be lawful for the said party of the second part, his executors administrators or assigns to include in the judgment that may be recovered counsel fees and charges of attorneys and counsel employed in such foreclosure suit the sum of blank dollars, as well as all payments that the said party of the second part his heirs executors administrators or assigns may be obliged to make for his own or their security on account of insurance or on account of any taxes, charges incumbrances or assessments whatsoever on the said premises or any part thereof.

In Witness Whereof the said parties of the first part have herunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

Jerome S. Leuchlein

William Sutton Manners (Seal)

Lizzie B. Manners (Seal)

State of New York

County of New York, ss. This is to Certify that on this eighteenth day of August 1909, before me Jerome S. Leuchlein, a Notary Public in and for the State of New York, duly commissioned and sworn, personally came William Sutton Manners and Lizzie B. Manners 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.

Witness my hand and official seal the day and year in this certificate first above written.

My Commission expires Mar. 30, 1911
(Notarial Seal)

Jerome S. Leuchlein, Notary Public in and for the
State of New York, residing at New York City.

It is further agreed and stipulated as a part of the foregoing instrument that the party of the first part may pay any part of this mortgage upon any interest day, interest on the amount paid to stop on date of such payment. It is also agreed that should the party of the first part so desire, an extension of time for making final payment shall be granted, provided the interest payments are made promptly when due.

Richard Jansen:

Filed for record by Butler Baking Co. on Sept. 8th 1909 at 1.15 P.M.

A. Fleischhuer, Co. Auditor.