

Antejud Pg 484 BK M

Commencing at the Northeast corner of Lot numbered two in section One township one North of Range four East of Willamette Meridian, which point is also the Northwest corner of the southwest quarter of section six Township one North of range five East of Willamette Meridian; running thence East on the quarter section line of section six four hundred and six (406) feet to a point; thence south on a line parallel with the east line of Lot 2 two thousand and ten feet (2010); more or less; to the Cape Horn County Road; thence easterly following said County Road about 902 feet to where the same intersects the Marnin Didier private road, which road adjoins on the West a 12 $\frac{1}{2}$ acre tract of land heretofore deeded on April 17th 1905 by H.P. Davis and wife to Joseph H. Didier and recorded in Book IV of Deeds page 149; thence southwesterly along said Didier West line and private road 36 rods more or less to the south boundary line of Section 6; thence West along said south boundary line of Section 6 to the southwest corner of said section 6; thence North along to West boundary line of section 6 2640 feet to the Northwest corner of the Southwest quarter of section 6, which corner was the point of commencement, containing 34 and 10/100 acres of land. Together with the tenements hereditaments and appurtenances therunto ~~###~~ to beklonging or in anywise appertaining. To have and to hold the her before granted bargained and descibed premises with the appurtenances unto the said part heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of thirty-eight hundred dollars in accordance with the tenor of a certain promissory note of which the following is substantial copy, to-wit:

\$3800.00

Portland, Ore? Aug. 28th 1909

On or before three years after date without grace I promise to pay to the order of L.P. Hosford and Roscoe B. Merrill at Portland Oregon thirty eight hundred dollars in gold coin of the United States of America of the present standard value with interest thereon in like gold coin at the rate of six per cent per annum from date hereof until paid for value received. Interest to be paid semiannually 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 and agree 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

B.E. Long

Stelle R. Long

Now therefore if the said promissory note principal and interest and attorneys fees shall be paid when the same shall become due according to the terms and conditions of said promissory note and of this indenture, then this instrument shall be void, but in case default be made in the payment of the principal or interest or attorneys fees mentioned in said promissory note or any part thereof or in case default shall be made in the payment of any sum that may become due and payable as is hereinafter provided, then the said parties of the second part, executors administrators or assigns are hereby empowered to 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 to retain the said principal and interest and attorneys fees and such other sums as may be due hereunder together with the costs and charges of making such sale, and the surplus if any, pay on demand to the parties of the first part their heirs or assigns. It is expressly understood and agreed that such premises are and shall be kept until this mortgage is fully paid and satisfied, free from all incumbrances whatsoever that or may have precedence of this mortgage, that all buildings and tenements that are now upon or that may hereafter be erected upon said premises shall be kept insured for the amount of not less than \$1000.00 during all the time that this mortgage shall remain unpaid, in one or more good and responsible insurance