

sale and the overplus of any there be shall be paid by the party making such sale, on demand to the said parties of the first part, their heirs or assigns. And in any suit or other proceedings that may be had for the recovery of the said principal sum and interest on either this mortgage or said note it shall and may be lawful for the said party of the second part his heirs administrators or assigns to include in the judgment to may be recovered, reasonable counsel fees and charges of attorneys and counsel employed in such foreclosure suit, as well as all payments that the said party of the second part his heirs executors or assigns may be obliged to make for his or their security by insurance or on account of any taxes, charges incumbrances or assessment whatsoever on the said premises or any part thereof.

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

Signed, sealed and delivered in presence of

R.W. Pratt

W.F. Cash (Seal)

J.H. Osborn

Lettie B. Cash (Seal)

State of Oregon

County of Hood River, ss. This is to certify that on this tenth day of September 1909 before me, R.W. Pratt, a Notary Public in and for said State of Oregon, personally came W.F. Cash and Lettie B. Cash 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.

(Notarial Seal)

R.W. Pratt, Notary Public for Oregon  
residing at Hood River, Oregon  
Commission expires 4/23/1911

Filed for record by Hood River Banking Co. on Oct. 25th 1909 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

Doane to Ziniker.

The Mortgagors Clarence W Doane and Frieda Doane (husband and wife) mortgage to John Ziniker the property hereinafter described, to secure the payment of thirteen hundred and thirty eight dollars according to the terms of a certain promissory note of which the following is a copy to-wit:

\$1338.00

Washougal, Wash. Oct. 22nd 1909

Three year after date, without grace, for value received, we promise to pay to the order of John Ziniker at Washougal, Wash. thirteen hundred and thirty eight dollars with interest from date at the rate of seven per cent per annum. Interest payable annually 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. If not so collected the interest to be added and become part of the principal and the same to bear interest thereafter until paid at the rate of seven per cent per annum. Principal and interest payable in U.S. Gold Coin. And in case action is commenced to enforce payment of this note or any portion thereof we promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees in said action.