

E.H.Dodge at Portland Oregon the sum of four thousand dollars in gold coin of the United States of America of the present standard of weight and fineness with interest in like gold coin at the rate of six per cent per annum payable quarterly yearly from date until paid for value received. The makers of this note further promise and agree to pay all taxes and assessments that may be levied assessed or chargeable against this note and the debt evidenced thereby and the holder thereof by reason of this Note. This note is secured by a mortgage of even date herewith executed by the maker hereof in favor of the payee herein conveying certain real property therein described the terms of which mortgage are made a part hereof. If default be made in the payment of the principal or the interest on this note or any part thereof or if the makers thereof shall fail to keep or perform any of the covenants and agreements containing in the said mortgage securing this note then at the option of the holder of this note the principal sum with accrued interest shall at once become due and collectible without notice. And in case suit or action is instituted to collect this note or any part thereof the makers of this note shall pay such additional sum as the court may adjudge reasonable as an attorney's fee in such suit or action.

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Now therefore it is expressly agreed as follows.

If the mortgagors shall pay to the mortgagee all and every sum of money specified in said note with interest thereon according to the tenor and effect of the said note and shall keep and perform all and singular the covenants and agreements herein containing for the mortgagors to be kept and to perform, then these presents shall cease and be void, but otherwise shall remain in full force and virtue. And the mortgagors hereby covenant and agree as follows:

That they are the owners in fee simple of said real property, that said property is free from all liens and incumbrances and that the mortgagors will warrant and defend the same against all lawful claims and demands of all persons whomsoever. That the mortgagors will pay the principal and interest hereinafter referred to and described promptly as the same become due. That so long as said note shall remain unpaid in whole or part, the mortgagors will pay all taxes and assessment liens and all other charges that may be levied or assessed upon or against said property, this mortgage or the debt hereby secured at least ten days before they become delinquent. Should the mortgagors fail to pay any part of said principal or interest at or becomes due or any other sum due under this mortgage or break any of the covenants herein contained, the entire debt secured by this mortgage shall at once become due and collectible if the holder of said note so elects and all notice of such election is hereby waived. Should the mortgagors fail to make payment of any taxes assessments or charges payable by them in accordance with the terms hereof, the said mortgagee may at his option make payment thereof and the amounts so paid with interest thereon at six per cent per annum shall be added and become part of the debt hereby secured with interest aforesaid without waiver of any right arising from breach of any of the covenants and for such payment with interest aforesaid the property hereinbefore described as well as the mortgagors shall be bound to the same effect as it is bound for the payment of the note herein described. In case any bill or complaint is filed in a suit or action brought to foreclose this mortgage the court shall on motion or application of the mortgagee or other at the time of filing said bill or complaint or thereafter appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such suit and apply such rents and profits to the payment and satisfaction pro tanto of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust; but it is agreed however that until default is made in some one or more of the obligations and conditions by the mortgagors herein assumed, the mortgagors may remain in possession of the mortgaged property and retain the rents issued and profits thereof. In the event of a suit or action being instituted to effect such foreclosure the party to such suit or action holding this mortgage may recover as attorney's fees such sum as the court may adjudge