

To Have and to Hold the hereinbefore granted, bargained and described premises, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever.

And the parties of the first part covenant that they are the owners in fee of the said premises, that they will warrant and defend them 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 Fourteen Thousand (\$14,000) Dollars in accordance with the tenor of a certain promissory note of which the following is a substantial copy, to-wit:
\$14,000.00 Portland, Oregon, February 12, 1913.

For value received I promise to pay to the order of Ada S. Ridenour and J.F. Ridenour, at Portland, Oregon, the sum of Fourteen Thousand Dollars (\$14,000.00) in Gold Coin of the United States of America, with interest thereon in like Gold Coin at the rate of six per cent. per annum from date until paid, payable in installments as hereinafter set out, together with the full amount of interest due on this note at the time of payment of each installment; the payments on this note shall be in the amounts and at the times following: \$2000 on or before February 12, 1914; \$3000 on or before February 12, 1915; \$2000 on or before February 12, 1916; \$2000 on or before February 12, 1917; \$2000 on or before February 12, 1918; \$3000 on or before February 12, 1919; if any of said installments are not so paid, the whole sum of both principal and interest shall become due and collectible within sixty (60) days after the date thereof. And in case suit or action is instituted to collect this note or any portion thereof, I promise to pay such additional sum as the court may adjudge reasonable as attorney's fees in said suit or action. This note is given as part of the purchase price for real property.

(Sgd.) B.J. Vaughan

Now Therefore, if the said promissory note, principal and interest, shall be paid at maturity, 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, both the principal and interest accrued at the time default is made, shall become due and payable, and the parties of the second part, their executors, administrators and assigns, are hereby empowered to foreclose this mortgage in the manner prescribed by law. It is agreed that the debt secured by this mortgage shall be satisfied out of the property above described, and that no deficiency judgment shall be had against the mortgagors on account of said obligation.

In Witness Whereof, we have hereunto set our hands and seals, the day and year first above written.

Signed, Sealed and Delivered in the
Presence of us as Witnesses:
Ben C. Dey
Mabel Woodworth

B. J. Vaughan (Seal)

Clara E. Vaughan (Seal)

State of Oregon,)
County of Multnomah.) ss.

Be it Remembered, That on this 12th day of February A.D. 1913 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named B.J. Vaughan and Clara E. Vaughan, his 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.

(Notarial Seal)

Ben C. Dey
Notary Public for Oregon.

Filed for record by J.F. Ridenour on Feb. 13, 1913 at 8:30 A.M.

H. Swisher, Co. Auditor.

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