

(T3N) of Range Nine East (R9E) of the Willamette Meridian, containing 120 acres, more or less, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Four Hundred Seventy (\$470.) Dollars, lawful money of the United States, together with interest thereon at the rate of 8 per cent per annum from date until paid, according to the terms and conditions of one certain promissory note bearing date September 24th, 1914, made by Geo. E. O'Byron and Emma L. O'Byron, his wife, payable on or before one year after date to the order of Christian Aalvik, as administrator of the estate of Peter Aalvik, deceased and these presents shall be void if such payment 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 shall become due, and payable, according to the terms and conditions thereof, then the said party of the second part his successors or assigns may immediately thereafter, in the manner provided by law, foreclose this mortgage for the whole amount due upon said principal and interest, with all the other sums hereby secured.

In any suit or other proceeding which may be had for the recovery of the amount due, on either said note or this mortgage, said party of the second part, successors or assigns shall have the right to have included in the judgment which may be recovered the sum of \$35.00 as attorney's fees, to be taxed as part of the costs in such suit, as well as all payments which said party of the second part, successors and assigns may be obliged to make for his or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

In case of the foreclosure of this mortgage, the party of the second part, successors or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby, including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof, and to the costs of such foreclosure suit.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in the presence of

W.W. Dugan Jr.

Geo. E. O'Byron (Seal)

L.J. Beckett

Emma L. O'Byron (Seal)

State of Oregon }
County of Multnomah } ss.

I, W.W. Dugan, Jr. a Notary Public in and for the said State, do hereby certify that on this 24th day of September, 1914, personally appeared before me Geo. E. O'Byron and Emma L. O'Byron, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)

W.W. Dugan Jr.

Notary Public in and for the State of Oregon,
residing at Portland.

Filed for record by C. Aalvik on Sept. 24th, 1914 at 1:30 P.M.

H. Swisher
Co. Auditor.