

of section seventeen (17) in Township (3) North of Range Ten (10) East of the Willamette Meridian, Washington, containing one hundred and twenty acres, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Fourteen hundred (\$1400.00) Dollars, lawful money of the United States, together with interest thereon at the rate of Eight per cent per annum from date until paid, according to the terms and conditions of one certain promissory note bearing date Dec 15, 1914 made by Claudie B. Airmen payable three years (interest payable semi-annually) after date to the order of Elizabeth F. Smith 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, her heirs, executors, administrators 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 proceedings which may be had for the recovery of the amount due, on either said note or this mortgage, said party of the second part, her heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered the sum of reasonable 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, her heirs, executors, administrators and assigns may be obliged to make for her 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, her heirs, executors, administrators 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 party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and delivered in the presence of

W.W. Graves

Claudie B. Airmen (Seal)

Jasa Bamford

State of Oregon }  
County of Multnomah } ss.

I, W.W. Graves a Notary Public in and for the said State, do hereby certify that on this 15th day of December, 1914, personally appeared before me Claudie B. Airmen "An unmarried man" to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his 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)  
Commission expires Feb. 1915.

W.W. Graves  
Notary Public in and for the State of Oregon  
residing at Portland in said County

Filed for record by Miller Murdock on Dec. 16th, 1914 at 8:30 A.M.

Co. Auditor