

This conveyance is intended as a mortgage to secure the payment of the sum of Five Thousand and No/100 Dollars, in accordance with the tenor of a certain instrument of writing of which the following is a copy to-wit:

\$5000.00 Portland, Oregon, May 6, 1916.

On demand after date, without grace, I or we promise to pay to the order of The Citizens Bank of Portland, Oregon, Five thousand and no/100 Dollars, for value received with interest from date, payable on demand at the rate of eight per cent per annum, until paid principal and interest payable in U.S. Gold Coin, at the Citizens Bank, in Portland, Oregon; and in case <sup>suit or</sup> action is instituted to collect this note or any portion thereof I or we promise to pay such additional sum of money as the Court may <sup>adjudge</sup> reasonable as attorney's fees in said suit or action. I, or we, further agree to pay any reasonable sum as attorney's fees that the holder of this note incurs in collecting of same or of any portion thereof, even if no suit or action is instituted thereon.

*Satisfied*  
*Bk U*  
*Pg 274*

No \_\_\_\_\_  
Due \_\_\_\_\_ \$1.00 R.S. on note. Signed D.J. Finn.  
Signed Agnes Finn.

Now, if the sum of money due upon said instrument shall be paid according to agreement therein expressed, this conveyance shall be void, but in case default shall be made in payment of the principal or interest, as above provided, then the said Citizens Bank and its legal representatives may sell the premises above described with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the said principal and interest together with the costs and ~~attorney's fees~~ charges of making such sale, and a reasonable sum as attorney's fees, and the overplus if any there be, pay over to the said D.J. Finn, and Agnes Finn, his wife, their heirs or assigns, and the said parties of the first part, for their heirs, executors and administrators do covenant and agree to pay to said party of the second part, its successors or assigns the said sum of money as above mentioned.

Witness our hand and seal this 6th day of May A.D. 1916.  
Done in the presence of D.J. Finn. (Seal)  
Agnes Finn. (Seal)  
Wills H. Bennett.  
L. Hershner.  
STATE OF OREGON, }  
County of Multnomah. } ss.

THIS CERTIFIES, That on this 6th day of May A.D. 1916, before me, the undersigned a Notary Public in and for said County and State, personally appeared the within named D.J. Finn and Agnes Finn, 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) L. Hershner.  
Notary Public for Oregon.  
My commission expires July 30, 1919.

Filed for record by Citizens Bank on May 8, 1916, at 9 A.M.

*Chas. H. Nelson*  
County Auditor.

*120*