

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of Eighteen Hundred ninety four Dollars, in accordance with the conditions of one certain promissory note executed by C.E.Wolverton and Olive P.Wolverton for \$1894.00 Payable to the order of Eugene Loan and Savings Bank bearing date August 1, 1916, with interest at rate of 8 per cent per annum, payable semi-annually principal and interest^{payable} in Gold Coin of the United States, due six months after date . 38¢ U.S. Revenue stamps attached to note and cancelled.

And if not so paid the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of said note and mortgage, and in case suit or action is instituted to collect said note or any portion thereof, I we, or either of us promise and agree to pay such additional sum, in like gold coin, as the court may adjudge reasonable for attorneys fees in said suit or action. And the parties of the first part do hereby further covenant and agree to pay and discharge all taxes, assessments and public charges that may be levied or imposed upon said premises before the same become delinquent until the sums secured by this mortgage are fully paid with interest.

Provided that said party of the second part its successors or assigns may at its or their option pay any taxes or assessments levied or assessed against said premises or any part thereof at any time before or after delinquency, and may procure and pay for the insurance; and the said parties of the first part covenants and agrees to repay to said party of the second part, or assigns on demand all moneys so paid, with interest at the rate of eight per cent per annum from the date of such payment until so repaid, and the same shall stand secured by this mortgage. Now, if the said C.E.Wolverton and Olive P. Wolverton shall pay or cause to be paid the sums of money due upon said promissory note according to the agreements therein expressed, and shall pay all taxes and assessments and keep the buildings on the premises insured as herein, covenanted and agreed, then this conveyance shall be void; but in case default shall be made in the payment of said sums of money, principal or interest, or any part thereof, or in any of the covenants or agreements herein contained then the said Eugene Loan and Savings Bank, its successors or assigns, may sell the premises above described, or any part thereof, with the costs and charges of making such sale, including the moneys arising from such sale may retain the principal and interest, together with the costs and charges of making such sale, including attorneys fees, and all moneys paid for taxes and insurance by said party of the first part, with interest and the overplus if any there shall be, to pay over to the said C.E. Wolverton and Olive P.Wolverton their heirs or assigns.

IN WITNESS WHEREOF, WE have hereunto set our hands and seals this 1st day of August A.D.1916.

C.E.Wolverton. (Seal)

Done in presence of

Olive P.Wolverton.(Seal)

J.E.Kehnerly.
Mrs. S.E.Kehnerly.

STATE OF OREGON, }
County of Lane. } ss.

On this, 8th day of August, A.D.1916, personally came before me a Justice of the Peace in and for said county, the within named C.E.Wolverton and Olive Wolverton his wife, to me personally known to be the identical persons described in, and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

WITNESS My hand and seal this 8th day of August, 1916.

H.F.McIllevain. (Seal) Justice of the Peace
Gate Creek Prec.-Lane County Oregon.