

Partial Release recorded Sep 17-1920 Book D
 Eddy P. Nichols Auditor
 Page 389

Commencing at a point 287 feet East of the intersection of the North line of the Henry Shepard D.L.C. with the second guide meridian East, thence East 417.5 feet; thence North 417.5 feet, thence West 417.5 feet; and thence South 417.5 feet; Also the following: Commencing at a point 287 feet East of where the North line of said Henry Shepard D.L.C. intersects with the 2nd guide Meridian East; running thence North 418 feet, thence West 65 feet; thence in a Southwesterly direction to a point 102 feet due West of place of beginning; thence East to the place of beginning; all in Sec. 36, Tp. 3 North of Range 7½ East of Willamette Meridian, and containing 4.80 acres more or less, subject to a road right of way eight feet in width along the West side of said tract of land, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a mortgage to secure the payment of Two Hundred (\$200.00) Dollars, lawful money of the United States, together with interest thereon at the rate of ten per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date August 5th, 1919, made by Leah M. Jensen and Urban Jensen payable after date to the order of E. P. Ash, 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, when the same shall become due and payable, according to the terms and conditions thereof, then the said party of the second part, his 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 proceeding which may be had for the recovery of the amount due, on either note or this mortgage, said party of the second part, his heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum of Thirty-five (\$35.00) Dollars, 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, his heirs, executors, administrators and assigns may be obliged to make for themselves 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, his 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 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:

Geo. E. O'Bryon
 Isabelle Bevans

Leah M. Jensen (Seal)
 Urban Jensen (Seal)