

The Northeast quarter of the Southwest quarter of the Southwest quarter and the North half of the Northwest quarter of the Southwest quarter of the Southwest quarter of Section Twenty-one Township Three North Range Eight East Willamette Meridian excepting Two acres described as following

Beginning at the Northwest corner of the Southwest quarter of the Southwest quarter of Section Twenty-one Township and Range above mentioned running thence East Forty Rods thence South Eight Rods thence West Forty Rods thence North Eight Rods to place of beginning.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a mortgage to secure the payment of \$600.00 Six Hundred 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 a certain promissory note, bearing date of August 22, 1919, made by Carl B. Smith and Hattie E. Smith payable in Four years after this date after date to the order of Victor Nelson (\$100.00 or more may be paid at any time 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 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 said 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 provided by statute 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 _____ 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

Ida Olmstead
Mabel DuPree

Carl B. Smith (Seal)

Hattie E. Smith (Seal)