

TOWNSHIP THREE (3) NORTH RANGE EIGHT (8) EAST OF THE WILLAMETTE MERIDIAN, THENCE SOUTH TWENTY-EIGHT RODS AND THREE (3) FEET; THENCE EAST THIRTY (30) RODS; THENCE SOUTH ELEVEN (11) RODS THIRTEEN AND ONE-HALF ($13\frac{1}{2}$) FEET; THENCE EAST TWENTY-EIGHT (28) RODS TWELVE AND ONE-HALF ($12\frac{1}{2}$) FEET; THENCE NORTH FORTY (40) RODS; THENCE WEST FIFTY-EIGHT (58) RODS TWELVE AND ONE-HALF ($12\frac{1}{2}$) FEET TO POINT OF BEGINNING, SAID COUNTY AND STATE.

TOGETHER WITH THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING; AND ALSO THE ESTATE, RIGHT, TITLE AND INTEREST OF THE SAID PARTIES OF THE FIRST PART, OF, IN AND TO THE SAME. TO HAVE AND TO HOLD THE HEREINBEFORE GRANTED, BARGAINED AND DESCRIBED PREMISES, WITH THE APPURTENANCES, UNTO THE SAID PARTIES OF THE SECOND PART THEIR HEIRS AND ASSIGNS FOREVER

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF THIRTY-NINE HUNDRED (\$3900.00) DOLLARS, IN ACCORDANCE WITH THE TENOR OF A CERTAIN PROMISSORY NOTE OF WHICH THE FOLLOWING IS A SUBSTANTIAL COPY TO-WIT:

\$3900.00

JULY 31, 1920

FOR VALUE RECEIVED, I PROMISE TO PAY TO V. A. FOSDICK AND LILLIAN FOSDICK, OR ORDER, THIRTY-NINE HUNDRED (\$3900.00) DOLLARS IN GOLD COIN OF THE UNITED STATES OF AMERICA, WITH INTEREST THEREON IN LIKE GOLD COIN AT THE RATE OF SIX PER CENT PER ANNUM FROM DATE UNTIL PAID, PAYABLE IN EIGHT YEARLY INSTALLMENTS AS FOLLOWS: \$500.00 JAN. 1, 1920; \$500. JAN. 1. 1922; \$500 JAN. 1, 1923; \$500 JAN. 1, 1924; \$500 JAN. 1, 1925; \$500.00 JAN. 1, 1926; \$500 JAN. 1, 1927; \$400 JAN. 1, 1928, WITH INTEREST ON DEFERRED PAYMENTS AT 6% PER ANNUM PAYABLE ON 1ST DAY OF JANUARY OF EACH YEAR, UNTIL THE WHOLE SUM, PRINCIPAL AND INTEREST, HAS BEEN PAID; IF ANY OF SAID INSTALLMENTS ARE NOT SO PAID, THE WHOLE SUM OF BOTH PRINCIPAL AND INTEREST TO BECOME IMMEDIATELY DUE AND COLLECTIBLE. AND IN CASE SUIT OR ACTION IS INSTITUTED TO COLLECT THIS NOTE, OR ANY PORTION THEREOF, I PROMISE TO PAY SUCH ADDITIONAL SUM AS THE COURT MAY ADJUDGE REASONABLE AS ATTORNEY'S FEES IN SAID SUIT OR ACTION.

DUE191

AT.....

A. F. NELSON

No.... 78¢ U.S.REV. STAMPS ATTACHED
TO ORIGINAL NOTE AND CANCELLED.

MARGARET NELSON

NOW THEREFORE, IF THE SAID PROMISSORY NOTE, PRINCIPAL, INTEREST AND ATTORNEY'S FEES SHALL BE PAID WHEN THE SAME SHALL BECOME DUE, ACCORDING TO THE TERMS AND CONDITIONS OF SAID PROMISSORY NOTE AND OF THIS INDENTURE, THEN THIS INDENTURE SHALL BE VOID, BUT IN CASE DEFAULT SHALL BE MADE IN THE PAYMENT OF THE PRINCIPAL OR INTEREST, OR ATTORNEY'S FEES, MENTIONED IN SAID PROMISSORY NOTE OR ANY PART THEREOF, OR IN CASE DEFAULT SHALL BE MADE IN THE PAYMENT OF ANY SUM THAT MAY BECOME DUE AND PAYABLE, AS HEREINAFTER PROVIDED, THEN THE PARTIES OF THE SECOND PART THEIR EXECUTORS, ADMINISTRATORS AND ASSIGNS, ARE HEREBY EMPOWERED TO 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 SAID SALE TO RETAIN THE SAID PRINCIPAL AND ATTORNEY'S FEES, AND SUCH OTHER ^{sum or} SUMS AS MAY BE DUE HEREUNDER, TOGETHER WITH THE COSTS AND CHARGES OF MAKING SUCH SALE; AND THE OVERPLUS, IF ANY, PAY