

OR IN ANYWISE APPERTAINING. TO HAVE AND TO HOLD THE SAME, WITH THE APPURTENANCES, UNTO THE SAID F. W. DEHART, HIS HEIRS AND ASSIGNS FOREVER.

THIS CONVEYANCES IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF THIRTEEN HUNDRED TWENTY-FIVE DOLLARS, IN ACCORDANCE WITH THE TENOR OF ONE CERTAIN INSTRUMENT OF WRITING, OF WHICH THE FOLLOWING IS A SUBSTANTIAL COPY, TO-WIT:

\$1325.00

HOOD RIVER, OREGON, JULY 23, 1920.

ON OR BEFORE SEPT. 30, 1923, AFTER DATE, WITHOUT GRACE, I PROMISE TO PAY TO THE ORDER OF F. W. DEHART THIRTEEN HUNDRED TWENTY-FIVE DOLLARS FOR VALUE RECEIVED, WITH INTEREST FROM DATE, PAYABLE ANNUALLY AT THE RATE OF SEVEN PER CENT. PAR ANNUM, UNTIL PAID, PRINCIPAL AND INTEREST PAYABLE IN U. S. GOLD COIN, AT THE FIRST NATIONAL BANK OF HOOD RIVER, OREGON, AND IN DEFAULT SHALL BE MADE IN THE PAYMENT OF PRINCIPAL OR INTEREST AS ABOVE PROVIDED, THEN THE ABOVE SUM OF BOTH PRINCIPAL AND INTEREST, SHALL BECOME IMMEDIATELY DUE AND COLLECTABLE AT THE OPTION OF THE HOLDER OF THIS NOTE; AND IN CASE SUIT OR ACTION IS INSTITUTED TO COLLECT THIS NOTE OR ANY PORTION THEREOF I PROMISE TO PAY SUCH ADDITIONAL SUM OF MONEY AS THE COURT MAY ADJUDGE REASONABLE AS ATTORNEY'S FEES IN SAID SUIT OR ACTION.

THIS NOTE TO BE PAID IN PAYMENTS AS FOLLOWS: FIFTY DOLLARS ON SEPT. 30, 1930 FIFTY DOLLARS ON DEC. 31, 1920 ONE HUNDRED TWENTY-FIVE, SEPT. 30, 1921 ONE HUNDRED TWENTY-FIVE, SEPT. 30, 1922 THE BALANCE ON OR BEFORE SEPT. 30, 1923. 8¢ I.R. STAMPS CANCELLED ON NOTE

JOHN J. McNUTT

MABEL C. McNUTT

NOW IF THE SUMS 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 THE PAYMENT OF THE PRINCIPAL OR INTEREST AS ABOVE PROVIDED, THEN THE SAID F. W. DEHART AND HIS LEGAL REPRESENTATIVES MAY FORECLOSE THIS MORTGAGE AND 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 CHARGES OF SUCH FORECLOSURE SUIT AND SALE, AND A REASONABLE ATTORNEY'S FEE, AND THE OVERPLUS, IF ANY THERE BE, SHALL BE PAID TO THE SAID MORTGAGORS, THEIR HEIRS AND ASSIGNS, AND THE SAID PARTIES OF THE FIRST PART FOR THEIR HEIRS, EXECUTORS AND ADMINISTRATORS DO COVENANT AND AGREE TO PAY SAID PARTY OF THE SECOND PART, HIS EXECUTORS, ADMINISTRATORS OR ASSIGNS, THE SAID SUMS OF MONEY ABOVE MENTIONED, ALSO TO KEEP THE HOUSE INSURED.

WITNESS, OUR HAND AND SEAL THIS 23D DAY OF JULY, A.D. 1920.

DONE IN PRESENCE OF

HARRY L. CASH

A. W. ONTHANK

JOHN J. McNUTT (SEAL)

MABEL C. McNUTT (SEAL)

STATE OF OREGON,)
COUNTY OF HOOD RIVER.) ss.

BE IT REMEMBERED, THAT ON THIS 23D DAY OF JULY A.D. 1920, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE WITHIN NAMED JOHN J. McNUTT AND MABEL C. McNUTT WHO ARE KNOWN TO ME TO BE

Satisfied
BK P
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