

THIS CONVEYANCE is intended as a Mortgage of all and singular the above described or mentioned property to secure the payment of a loan of Three hundred Fifty (\$350.00) Dollars according to the terms and conditions of a Promissory note bearing even date herewith, made by R. L. Fowler and Mildred Fowler, to the order of said Mortgagee, with interest thereon at eight per cent per annum, payable semi-annually, in U. S. gold coin of or equivalent to the present standard, all as provided therein, of which the following substantially is a copy::

\$350.00

October 9th, 1918.

Five on or before date, without grace, I, We or either of us, promise to pay to the order of J. F. Duffy, at 465 East 14th St. North Portland, Oregon, the sum of Three Hundred Fifty (\$350.00) Dollars, for value received with interest from date, payable semi-annually at the rate of eight (8) per cent per annum, until paid, principal and interest payable in U. S. Gold coin. And in case suit or action is instituted to collect this note or any portion thereof, I, We, or either of us promises and agree to pay such additional sum of money as the court may adjudge reasonable as attorney's fees in said suit or action and I, We, or either of us, and both of us, expressly waive the provisions of, and all the benefits and advantages from any and all appraisements, homestead, stay and exemption laws now existing or hereafter made, and also demand, notice and protest and notice of protest. The amount of this note may be paid at any time by the payment of the principal, interest and six months advance interest.

R. L. Fowler

Mildred Fowler

This conveyance is also intended in like manner to secure all costs, attorney's fees, and advances which shall properly accrue, be allowed, or be made hereunder, together with interest thereon as herein provided, in U. S. gold coin of or equivalent to the present standard, and also to secure performance of all the agreements herein contained.

If said notes and interest thereon shall be paid as provided therein, and if all the agreements herein contained shall be kept and performed, then these presents shall be void, but otherwise shall remain in full force and effect.

IN CONSIDERATION OF SAID LOAN, THE MORTGAGORS HEREBY AGREE ( until full satisfaction of this Mortgage):

To pay all taxes and assessments upon said property or upon this Mortgage or upon the notes or indebtedness secured hereby, at least ten days before delinquency, and also to pay all liens upon said property for labor or material within thirty days after the same shall be filed;;

To keep all buildings upon said premises insured against fire to the extent of Three hundred (\$300.00) Dollars in a company or companies acceptable to and for the benefit of the Mortgagee, and to deliver the policies and renewals thereof; to the Mortgagee;

To keep all improvements upon said property in good condition and repair, and neither commit nor suffer any waste of said property;

That if default be made in any payment or agreement hereunder, the Mortgagee or any holder of any note secured hereby, may make advances therefor. The Mortgagee or any holder of any note secured hereby may also take any action and make any advances and pay, settle, compromise or litigate any lien or claim whatsoever, as in his or their discretion may seem necessary for the protection of said property or of any indebtedness secured hereby. All advances for any of said purposes, with interest thereon at ten per cent per annum, shall become part of the indebtedness secured hereby, without waiver of any right arising from any default hereunder, and such amounts with interest thereon, shall be repaid before