

FIVE (5) TOWNSHIP TWO NORTH (Tp. 2 N.) RANGE SIX EAST(R 6 E) WILLAMETTE BASE AND MERIDIAN, TOGETHER WITH ALL AND SINGULAR THE TENEMENTS HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING.

TO HAVE AND TO HOLD ALL AND SINGULAR THE SAID PREMISES, TOGETHER WITH THE APPURTENANCES UNTO THE SAID PARTY OF THE SECOND PART, HIS HEIRS AND ASSIGNS FOREVER.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THIRTY-TWO HUNDRED NO/100 DOLLARS, LAWFUL MONEY OF THE UNITED STATES OF AMERICA, 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 DECEMBER 11, 1923, MADE BY FLOYD J. BEACH AND VERA EDNA BEACH, HIS WIFE, PAYABLE IN MONTHLY INSTALLMENTS OF TWO HUNDRED DOLLARS EACH TO THE ORDER OF FRANK OLMSTED 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, ANY SUM NECESSARILY EXPENDED FOR ABSTRACT OF TITLE IN THE PREPARATION OF SUCH CASE, TOGETHER WITH A REASONABLE SUM AS ATTORNEY'S FEES, TO BE TAXED AS A 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 HIS 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 IN THE PRESENCE OF
T. C. TIEDEMAN

FLOYD J. BEACH (SEAL)
VERA EDNA BEACH (SEAL)

STATE OF WASHINGTON,)
COUNTY OF KING.) ss.

I, T. C. TIEDEMAN A NOTARY PUBLIC IN AND FOR THE SAID STATE, DO HEREBY CERTIFY THAT ON THIS 12TH DAY OF DECEMBER, 1923, PERSONALLY APPEARED BEFORE ME FLOYD J. BEACH AND VERA EDNA BEACH, HIS WIFE TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED.

Satisfied
BK R
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