

STITUTED TO COLLECT THIS NOTE, OR ANY PORTION THEREOF, I PROMISE TO PAY A REASONABLE SUM AS ATTORNEY'S FEES IN SAID ACTION.

P.O. _____

MRS. NELLIE E. FERBACHE

Due.... No.....

L. R. FERBACHE

SAID NOTE EXECUTED BY MRS. NELLIE E. FERBACHE L. R. FERBACHE DATED JUNE 21, 1926, AND PAYABLE TO THE ORDER OF JOHN M. WENTWORTH AND BEARING INTEREST AT THE RATE OF 8 PER CENT. PER ANNUM FROM THE DATE THEREOF, INTEREST PAYABLE 2 YEARS AFTER DATE AND FURTHER PROVIDE FOR THE PAYMENT OF SUCH SUM AS THE COURT SHALL ADJUDGE REASONABLE AS ATTORNEY'S FEES IN CASE OF SUIT OR ACTION THEREON.

NOW, THEREFORE, IF THE SAID PROMISSORY NOTE, PRINCIPAL AND INTEREST, AND ALL INSTALLMENTS THEREOF, SHALL BE PAID PROMPTLY WHEN DUE, ACCORDING TO THE TERMS THEREOF, THIS INDENTURE SHALL BE VOID; BUT IN CASE OF BREACH OF ANY OF THE COVENANTS HEREIN CONTAINED, OR IN CASE DEFAULT SHALL BE MADE IN THE PAYMENT OF THE PRINCIPAL OR INTEREST OR ANY INSTALLMENT THEREOF WHEN DUE AS ABOVE PROVIDED, THEN THE WHOLE SUM, BOTH THE PRINCIPAL AND ACCRUED INTEREST AT THE TIME DEFAULT IS MADE, SHALL AT THE OPTION OF THE PARTIES OF THE SECOND PART, EXECUTORS, ADMINISTRATORS AND ASSIGNS, BECOME IMMEDIATELY DUE AND PAYABLE AND THE PARTIES OF THE SECOND PART, EXECUTORS, ADMINISTRATORS OR ASSIGNS, MAY AND WE HEREBY EMPOWERED TO FORECLOSE THIS MORTGAGE AT ANY TIME THEREAFTER, AND SELL THE SAID PREMISES, OR SO MUCH THEREOF AS MAY BE NECESSARY, IN THE MANNER PRESCRIBED BY LAW, AND OUT OF THE PROCEEDS OF SALE RETAIN AND PAY THE PRINCIPAL AND INTEREST IN SAID NOTE MENTIONED, OR SO MUCH THEREOF AS MAY BE UNPAID, TOGETHER WITH ATTORNEY'S FEES AS THEREIN PROVIDED AND THE COSTS AND DISBURSEMENTS OF SUIT AND EXPENSES OF SALE, RENDERING THE OVERPLUS, IF ANY THEREBE, TO THE SAID PARTY OF THE FIRST PART, HIS ADMINISTRATORS, EXECUTORS OR ASSIGNS.

AND THE SAID PARTY OF THE FIRST PART, FOR HIS AND FOR HIS HEIRS, EXECUTORS AND ADMINISTRATORS, DO COVENANT AND AGREE TO PAY ALL SAID SUMS OF MONEY AS HEREIN-ABOVE PROVIDED.

IN WITNESS WHEREOF THE PARTIES OF THE FIRST PART HAVE HEREUNTO SET ... HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF US AS WITNESSES:

DORA SANBORN

MRS. NELLIE E. FERBACHE (SEAL)

M. J. LYNCH

L. R. FERBACHE (SEAL)

STATE OF OREGON,

COUNTY OF MULTNOMAH

(
: ss.
)

THIS IS TO CERTIFY THAT ON THIS 21 DAY OF JUNE 1926, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE WITHIN NAMED MRS. NELLIE E. FERBACHE AND L. R. FERBACHE HUSBAND AND WIFE WHO ARE KNOWN TO ME TO BE THE IDENTICAL PERSONS DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY, FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THE DAY AND YEAR LAST ABOVE WRITTEN.

(NOTARIAL)
(SEAL)

M. J. LYNCH
NOTARY PUBLIC FOR OREGON.
MY COMMISSION EXPIRES DEC. 10, 1928

FILED FOR RECORD SEPTEMBER 11, 1926, AT 11-30 O'CLOCK A.M. BY S. B. WEINSTEIN

W. G. Smith
COUNTY AUDITOR

By Eddy P. Smith