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 to them and their own use, benefit and behoof forever. This Conveyance is intended as a mortgage to secure the payment of the sum of Twenty two hundred & Eighty seven ^{25} Dollars, in accordance with the tenor of a certain promissory note of which the following is substantially a copy. To wit:

\$2287 ^{25} Portland Oregon Jan 18-1883

one day after date with out grace I promise to pay to the order of Fleischner Mayer & Co at their office in Portland Oregon Twenty two hundred & Eighty seven ^{25} for value received, with interest at the of ten per cent per annum until paid, principal and interest payable only in U.S. Gold Coin and in case suit is instituted to collect this note or any portion thereof I promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees in said suit

Signed J. E. C. Durgan

Now Therefore If the said promissory note principal and interest, shall be paid at maturity according to the terms thereof, this Indenture shall be void, but in case default shall be made in the payment of the principal or interest as above provided then the parties of the second part their executors, administrators and assigns, are hereby empowered to foreclose this mortgage in the manner prescribed by law, And the said J. E. C. Durgan his heirs executors and administrators doth covenant and agree to pay unto the said parties of the ~~second~~ second part their executors administrators or assigns,