

together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of a promissory note of which the following is a substantial copy:

\$7,000.00 Portland, Oregon, May 5th, 1952.
 For value received I promise to pay to the order of
 Herman Oelsner at Portland, Oregon,
 SEVEN THOUSAND AND NO/100 (\$7,000.00) DOLLARS,
 in lawful money of the United States of America, with interest thereon in like lawful money at the rate of
 five per cent. per annum from date until paid, payable in monthly
 installments of not less than \$70.00 in any one payment, including the full amount of
 interest due on this note at time of payment of each installment. The first payment to be made on the 5th
 day of June, 1952, and a like payment on the 5th day of each month thereafter, for 72 months, when
 the whole sum, principal and interest, is due and payable. If any of said installments are not so paid, the whole sum of
 both principal and interest to become immediately due and collectible at the option of the holder of this note.
 In case suit or action is instituted to collect this note, or any portion thereof, I
 promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit or action.
 Dated, At Portland, Oregon (Signed) G.O. Jackson
 Dorothy B. Jackson
 No.

And said mortgagor, his heirs, executors, administrators and assigns, they are lawfully seized in fee simple of said premises and have a valid, unencumbered title thereto and will warrant and forever defend the same against all persons; that they will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid they will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and payable and before the same may become delinquent; that they will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that they will keep the buildings now on or which may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire in the sum of \$4000.00 in such company or companies as the said mortgagee may designate, and will have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said premises to the said mortgagee as soon as insured; that they will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.

Now, therefore, if said mortgagor, shall keep and perform the covenants herein contained and shall pay said note, according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if proceeding of any kind be taken to foreclose any lien on said premises or any part thereof the mortgagee shall have the option to declare the whole amount unpaid on said note, or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor, shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note, without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor, neglects to repay any sums so paid by the mortgagee. And if suit be commenced to foreclose this mortgage, the attorney's fees provided for in said note, shall be included in the lien of this mortgage.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor, and of said mortgagee respectively.