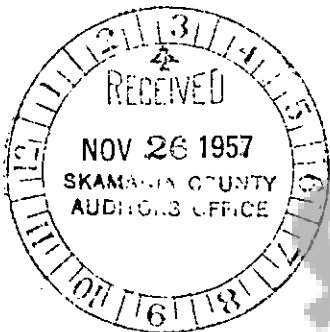


TIME IS OF THE ESSENCE HEREOF and if default be made by the mortgagors in the performance of any of the covenants herein contained or in any of the agreements of the mortgagors contained in that certain sales and surety agreement hereinabove referred to and secured by this mortgage, then this mortgage may be immediately foreclosed. In any suit to foreclose this mortgage, the mortgagors agree to pay a reasonable sum as attorney's fees and all costs and legal expense in connection with such suit and further agree to pay the reasonable costs of searching records and abstracting or insuring the title, and such sums shall be secured hereby and included in the decree of foreclosure.

The covenants and agreements herein are joint and several and binding upon our, and each of our successors in interest, and shall inure to the benefit of any successors in interest of the mortgagees.

IN WITNESS WHEREOF the mortgagors have subscribed and sealed this instrument this 22nd day of November 19457.



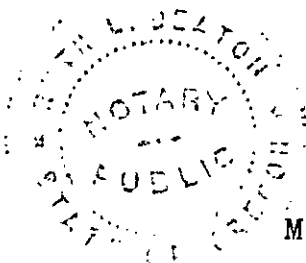
James W. Barnes (seal)
____ (seal)
____ (seal)
____ (seal)

ACKNOWLEDGMENT

STATE OF OREGON)
County of Multnomah) ss

THIS IS TO CERTIFY, that on this 25th day of November A.D. 19457 before me, the undersigned, Notary Public in and for said County and State, personally appeared the within named James W. Barnes who is known to me to be the identical person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.



Arthur J. Weston
Notary Public for Oregon
My commission expires 9-11-60

My Commission Expires _____