

Now, therefore, if said mortgagor S 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 S 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 S shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee S may at their 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 S for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee S at any time while the mortgagor S neglects to repay any sums so paid by the mortgagee S. 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 S and of said mortgagee S respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may, upon motion of the mortgagee S, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

IN WITNESS WHEREOF, said mortgagor S have hereunto set their hand S and seal S the day and year first above written.

Executed in the presence of

Atwill B. Burns (SEAL)  
Rosemary L. Burns (SEAL)  
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\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)  
(SEAL)

# MORTGAGE

(FORM No. 105A)

Atwill B. Burns et ux

Burns

TO

Lessler

Freda M. Lessler et al

STATE OF OREGON,

County of Washington

I certify that the within instrument was received for record on the 28 day of April, 1958, at 9:15 o'clock A. M., and recorded in book 35 on page 262, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn O. Neal  
County Clerk-Recorder.

By D. S. Williamson  
Deputy.

STEVENS-NESS LAW PUB. CO., PORTLAND

Please return to:

Freda M. Lessler  
2319 S. W. 4th  
Portland, Oregon

REGISTERED	INDEXED	RECORDED	CERTIFIED	MAILED
<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>

STATE OF OREGON,

County of Multnomah

BE IT REMEMBERED, That on this 24th day of October, 1958, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Atwill B. Burns and Rosemary Burns, Husband and Wife

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

John J. Cunningham  
Notary Public for Oregon.  
My Commission expires Jan 17 - 1961