

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

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 .....<sup>a</sup> promissory note....., of which the following is a substantial copy:

\$ 6,250.00	October 20,	19 59
One year	after date, for value received,	I
promise to pay to the order of John Stein and/or Hazel Stein		
at Portland Oregon		
Six Thousand Two Hundred Fifty and No/100ths	DOLLARS,	
in lawful money of the United States of America, with interest thereon in like lawful money at the rate of		
eight	per cent. per annum	from date until paid. Interest to
be paid at maturity and if 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. And in case suit or action is insti-		
tuted to collect this note, or any portion thereof, I promise and agree to pay, in		
addition to the costs and disbursements provided by statute, such additional sum, in like lawful money, as the		
Court may adjudge reasonable, for Attorney's fees to be allowed in said suit or action.		
Signed:	Ozro J. Barnard	
No.		

FORM No. 216—NOTE.

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto

and will warrant and forever defend the same against all persons; that he will pay said note(s), principal and interest, according to the terms thereof; that while any part of said note(s) remains unpaid he 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(s) above described, when due and payable and before the same may become delinquent; that he 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 he 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 \$ 5,000.00 in such company or companies as the 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 mortgagee as soon as insured; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.