

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said notes(s) 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(s); 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(s) 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(s) 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. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all costs and disbursements allowed by law and such sum as the court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, together with the reasonable costs incurred by the mortgagee for title reports and title search, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

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.

In case suit or action is commenced to foreclose this mortgage, the Court, may, upon motion of the mortgagee, 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 construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

It is agreed that the within mortgage may be satisfied and released of record by either one of said mortgagees acting alone and that a satisfaction or release signed by either one of them (without the other) shall be sufficient to satisfy and release this mortgage of record.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand and seal the day and year first above written.

Executed in the presence of

Ozro J. Barnard (SEAL)

(SEAL)

(SEAL)

(SEAL)

MORTGAGE

(FORM No. 105A)

OZRO J. BARNARD

TO

FRANK P. TRACY et ux

STATE OF OREGON,

County of *Washington*

I certify that the within instrument was received for record on the *14* day of *December*, 19*61*, at *11:23* o'clock *A*. M., and recorded in book *39* on page *137*, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Gailyn C. Reed
County Clerk—Recorder.

By *Gailyn C. Reed* Deputy.

When recorded, return to

O. G. Larson
308 Failing Building
Portland 4, Oregon

Michael Larson 11/23

STATE OF OREGON,

County of *Multnomah*

BE IT REMEMBERED, That on this *18th* day of *December*, 19*61*, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named *OZRO J. BARNARD*, a single person,

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that *he* 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.

O. G. Larson

Notary Public for Oregon.

My Commission expires *Feb. 5, 1964*