

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note(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 reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, 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.

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

Executed in the presence of

George C. Nichols (SEAL)

Maxine B. Nichols (SEAL)

(SEAL)

(SEAL)

MORTGAGE

(FORM No. 105A)

GEORGE C. NICHOLS, et ux

TO

CLYDE E. BUCK, et ux

WASHINGTON
STATE OF OREGON,

County of SKAMMIA

I certify that the within instrument was received for record on the 29 day of March, 1965, at 9:30 o'clock A M., and recorded in book 43 on page 74, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Edward O. Neal
County Clerk-Recorder.
By *Edmund* Deputy.

STEVENS-NEES LAW PUB. CO., PORTLAND

Clyde E. Buck
1428 NE 101st
Portland 20, Oregon

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|------------|-------|---------|--------|
| REGISTERED | FILED | INDEXED | MAILED |
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STATE OF OREGON,

County of Multnomah

ss.

BE IT REMEMBERED, That on this 22nd day of January, 1965, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named GEORGE C. NICHOLS and MAXINE B. NICHOLS, husband and wife

known to me to be the identical individual(s) 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.

Timothy J. Smith
Notary Public for Oregon.

My Commission expires May 28, 1965

