

Should the mortgagor fail to keep any of the foregoing covenants, then the mortgagee may at its option cause the same to be foreclosed and its expenditures therefor shall draw interest at the rate specified in the note, shall be repayable by the mortgagor on demand and shall be secured by the lien of this mortgage. In this connection, the mortgagee shall have the right in its discretion to complete any improvements made on said premises and also to make such repairs to said property as in its sole discretion it may deem necessary or advisable.

The mortgagee will furnish to the mortgagor an annual statement of account but shall not be obligated or required to furnish any further statements of account.

In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, the mortgagee shall have the right to commence, prosecute in its own name, appear in or defend any action or proceedings, or to make any compromise or settlement in connection with such taking and, if it so elects, to require that all or any portion of the moneys payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by the mortgagor in such proceedings, shall be paid to the mortgagee and applied by it first upon any reasonable costs and expenses and attorney's fees necessarily paid or incurred by the mortgagee in such proceedings, and the balance applied upon the indebtedness secured hereby; and the mortgagor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon the mortgagee's request.

As additional security, the mortgagor hereby assigns to the mortgagee during the continuance of this mortgage all rents, issues, royalties and profits of the property affected by this mortgage and of any personal property located thereon. Until the mortgagor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, the mortgagor shall have the right to collect all such rents, issues, royalties and profits earned prior to default as they become due and payable. Upon any default by the mortgagor hereunder, the mortgagee may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property, or any part thereof, in its own name sue for or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the mortgagee may determine.

The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof, as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

The mortgagor shall make no sale of the above described property subject to or with assumption of the obligations secured by this mortgage without first obtaining the written consent thereof of the mortgagee. Such approval, however, shall not be unreasonably withheld; provided that before the mortgagor shall be entitled to such approval, the mortgagee shall be furnished on a form supplied by the mortgagee with such personal information concerning the purchaser as would ordinarily be required of a new loan applicant and shall be paid a service charge as fixed and determined by the mortgagee, but in no event in excess of one percent of the amount of the original note or notes secured by this mortgage, and provided further, that as an additional requirement for such approval the mortgagee may at its option and in its sole discretion either decrease or increase the contractual interest rate upon the unpaid balance of the obligation secured by this mortgage, but shall not increase the rate more than one percent above the then existing contractual rate. The service charge may at the option of the mortgagee be added to the principal balance of the indebtedness secured by the mortgage.

In the event of a sale of the property, or any part thereof, without the prior written approval of the mortgagee and the compliance with any of the aforesaid requirements for obtaining such approval, the note or indebtedness secured hereby shall at the option of the mortgagee and without notice become due and collectible.

Time is of the essence of this agreement, and if default should be made in the payment of the note or debt hereby secured or any installment thereof or interest, or in the performance of any of the covenants herein contained, then in such case or any of such cases the balance of unpaid principal with accrued interest and all other advances and indebtedness hereby secured, together with interest thereon, shall at the mortgagee's option become immediately due and collectible without notice and this mortgage may be foreclosed. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The mortgagor further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property. In any suit to foreclose this mortgage or in any suit or proceedings in which the mortgagee is obliged to defend or protect the lien hereof, the mortgagors agree to pay to the mortgagee in addition to all costs and disbursements allowed by law, such sum as the court may adjudge reasonable as an attorney's fee in such suit or action and on appeal from any judgment or decree entered in such suit or action, such sum as the appellate court may adjudge reasonable as an attorney's fee on such appeal. The mortgagors further agree to pay such reasonable costs of abstract extensions or title reports as may necessarily be incurred in foreclosing this mortgage and defending same, and such sums shall be secured by the lien of this mortgage and included in the decree of foreclosure.

This mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. In construing this mortgage and whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand and seal, this 18th day of August, 1965.

Ernest A. Tiffany (SEAL)  
Ernest A. Tiffany

STATE OF OREGON } ss.  
County of Multnomah }

August 18, 1965.

Personally appeared the above named ERNEST A. TIFFANY,

a single man

and acknowledged the foregoing instrument to be his  
voluntary act and deed.

MAJELINE Before me:  
Notary Public for Oregon  
My commission expires: July 24, 1967

Loan No. <u>860012-24163</u>
<b>MORTGAGE</b>
<u>ERNEST A. TIFFANY</u>
TO <u>Mortgagor</u>
<b>PORTLAND FEDERAL SAVINGS &amp; LOAN ASSOCIATION</b>
<u>Mortgagee</u>
After Recording Return To:
<b>PORTLAND FEDERAL SAVINGS</b>
<u>444 S.W. Fifth Avenue</u>
<u>Portland, Oregon 97204</u>

(DON'T USE THIS  
SPACE: RESERVED  
FOR RECORDING  
LABEL IN COUN-  
TIES WHERE  
USED.)

STATE OF OREGON } ss.  
County of Clatsop }

I certify that the within instrument  
was received for record on the 18  
day of Aug, 1965,  
at 2:30 o'clock P.M., and recorded  
in book 44 on page 85  
Record of Mortgages of said County.

Witness my hand and seal of County  
affixed.

Enclum Oreal  
County Clerk-Recorder

By \_\_\_\_\_ Deputy