

Spaid at maturity in accordance with the terms thereof. Then this Mortgage shall be void and of no effect. But in case default be made in ^{the} payment thereof then the said Joseph J. Peters or his legal representatives shall have the right and he is hereby empowered to foreclose this mortgage without suit or action at law in accordance with the provision of the laws of Washington Territory for the foreclosure of Mortgages upon personal property as found in Sections 1991, 1992, 1993, 1994 and 1996. and the proceeds of such foreclosure proceedings shall be applied in payment of the costs and expenses thereof. The payment of said note and interest or composition thereof then unpaid, the collector's fees paid not provided for and the surplus, if any there be, shall be returned to me.

In Consideration of the premises I further Covenant and agree with said Joseph J. Peters that during the life of this mortgage I will not sell mortgage or otherwise dispose of any of said Mortgaged property - without the written Consent of said Mortgagee; that I will not remove the same from said County of Klamath and will not place composition thereof in the possession of any other person or allow any other person to take possession thereof without the written Consent of said Mortgagee.

In witness whereof I have hereunto set my hand and seal this eighth day of February A. D. 1889.

Witness

Malcolm McInnis

Charles Owen

State of Oregon

County of Malheur

On this eighth day of February 1889 personally appeared before me a Commissioner of Deeds for Washington Territory, Charles Owen to me known to be the same