

payments to be made of the full amount due and payable upon said notes or any one of them and on the motion of the party of the second part its successors or assigns the court may appoint a Receiver to collect the rents and profits arising out of said premises heretofore conveyed during pendency of such foreclosure and until the right of redemption expires and such rents and profits shall be applied in payment of the amount due under this mortgage and it is hereby further expressly agreed and provided as an essential part of this mortgage in case of foreclosure proceedings hereon there shall be taxed as part of the cost of such foreclosure proceedings an Attorneys or Solicitors fee of ten (10) percent on the whole amount due on said note and this mortgage in addition to the taxable costs and disbursements of such proceedings and the said parties of the first part for themselves their heirs executors and Administrators do covenant and agree to pay unto the said party of the second part its successors and assigns the sum of money as a bar set forth signed seal and delivered in

presence of
 G. L. Perkins
 C. B. Norham

Witness our hands and seals the day and year first above written

Amos Underwood (Seal)
 Elbert Underwood (Seal)

State of Oregon
 County of Wasco

be it remembered that on the 22nd day of May A.D. 1886 Before me the undersigned a Notary Public residing and for the County and State of Oregon personally appeared the within named Amos Underwood and Elbert Underwood his wife who are personally known to me to be the persons described in and who executed the within instrument and to me acknowledged the same to their voluntary act and deed for the