

I promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees in said suit or action.

Post-Office } (Sg) Charles Heilman
Cope Horn Creek }

And the payment of said note shall render void the conveyance; but in case default is made in the payment of the principal or interest in said note expressed, when either principal or interest shall become due, then the whole sum, both the principal and interest accrued at the time default is made, shall become due and payable and the party of the second part may foreclose the Mortgage at any time thereafter. And the party of the first part covenants that he is the owner, and seized in fee simple of said real estate, and that he will pay all of said sums of money, principal and interest, specified in said note at the times therein designated. And it is further expressly agreed between the parties to this Mortgage that if the party of the second part is compelled to foreclose the Mortgage by reason of the non-payment of said note, or any portion thereof, then in addition to the sum found due at the time of such foreclosure, he shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys fees in said suit or action, in addition to costs and disbursements allowed by the code of Civil Procedure, and the party of the first part covenants and agrees that he will not cut or remove from or off said described land more than 500,000 feet of timber during the life of this Mortgage, and will pay all taxes due or to become due on said property.

In Witness Whereof, I have hereunto set my hand and seal this 29th day of September AD 1896.

Signed sealed and delivered
in the presence of us
B. F. Dowell
Thos H. Wood

Charles Heilman

State of Oregon }
County of Multnomah } ss

This Certifies, That on this 29th day of September AD 1896, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Charles Heilman an