

And the payment of said note shall render void this 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 this mortgage at any time thereafter. And the party of the first part covenant that said Rudolph Surber 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 this 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 attorney's 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 hereby agrees that a deficiency judgment may be had against the said party of the first part in a suit to foreclose this mortgage, or the holder of the aforesaid note may waive his security and recover of the party of the first part upon said note above set forth.

In Witness Whereof, I have hereunto set my hand and seal.
 this 10th day of April A. D. 1900.

Signed, sealed and delivered in
 the presence of us,
 H. B. Compton
 L. B. Cellars

Rudolph Surber (seal)

State of Oregon
 County of Multnomah } ss.

This Certifies, That on this 10th day of April A. D. 1900. before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Rudolph Surber personally known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hands and seal