

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 covenants that said James Miller 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.

In Witness Whereof, I have hereunto set my hand and seal, this 25th day of February, A.D. 1901

Signed, sealed and delivered
in the presence of us as witnesses:

J. Baettig
J. H. Ward

James Miller



State of Oregon } ss.
County of Multnomah }

I, J. H. Ward, a Notary Public in and for said County and State aforesaid, do hereby certify, that on this 25th day of February, A.D. 1901, personally appeared before me James Miller, unmarried, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed, sealed and delivered the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25th day of February, A.D. 1901.



J. H. Ward.

Notary Public for the State of Oregon,
Residing at Portland, therein.

Filed for record by J. H. Ward, Feb. 27, 1901 at 9. a. m.

J. H. Ward

Co. Auditor.