

And the payment of said note shall render void this conveyance, but in case default is made in the payment of the principal and interest in said note expressed, the party of the second part may foreclose this mortgage at any time thereafter. And the parties of the first part covenant that said parties of the first part are the owners, and seized in fee simple of said real estate, and that they will pay all of said sum 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 be compelled to foreclose this mortgage, by reason of the non-payment of said note, 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 action, in addition to costs and disbursements allowed by the Code of Civil Procedure.

In Witness Whereof, We have hereunto set our hands and seals, this First day of June A. D. 1897
 Dated, sealed and delivered in
 the presence of us, as witnesses:

H. H. Cockerline
 A. L. Mayer

Wm Ferrier *Seal*
 Mrs Mary L. Ferrier *Seal*

State of Oregon
 County of Multnomah } ss.

This Certifies, That on the 1st day of June A. D. 1897 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named William Ferrier and Mary L. Ferrier, his wife, known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily, for the uses and purposes therein mentioned. And Mary L. Ferrier wife of the said William Ferrier on an examination made by me, separate and apart from her said husband, after I had made known to her the contents of said instrument and the effect thereof and her rights thereunto, acknowledged to me that she executed the same, freely and without fear, coercion or compulsion from anyone.

In Testimony Whereof, I have hereunto set my hand
 Notarial and Notarial seal the day and year last above written
 Seal.

A. L. Mayer
 Notary Public for Oregon

Filed for record by John McCall, 1st March 1901 at 5 p.m.
 J. P. Hale, Clerk of the City of Portland.