

essence of this contract; that if default be made in the payment of said note, or of any interest coupon, or any part thereof, when due; in procuring insurance, paying taxes, or in keeping and performing all covenants herein contained, then said note and all of said interest coupons, except interest for unexpired time, shall, at the option of the owner thereof, become at once due and collectable, without further notice, and suit may be commenced at once, in foreclosure of this Indenture. And if suit be commenced, a reasonable attorney's fee, equal to 1 percent. of the amount due shall be included in the judgment and decree of foreclosure, and be secured by this Indenture, and said attorney's fee shall be paid by said first party if suit be settled before judgment. And in case the note or coupons secured by this Indenture shall not be paid when due, they shall draw interest at the rate of ten per cent. per annum from maturity until paid.

Provided, always, that upon a full performance of all agreements, at the time and in the manner herein specified, then this Indenture shall be void, and a discharge thereof given at the expense of said first party otherwise to remain in full force and effect.

In Witness Whereof, The party of the first part has hereunto set his hand and seal

Signed in the presence of }
L. F. Tompkins
C. P. Bircher }

Edward P. Tenny (Seal)

State of Oregon }
County of Multnomah } ss.

This Certifies, That on this 6th day of July in the year of our Lord one thousand one hundred and one before me, a Notary Public in and for Multnomah County, State of Oregon, personally appeared the within named Edward P. Tenny, an unmarried man whose name is subscribed to the foregoing instrument as party thereto; personally known to me to be the individual described in, and who executed the within instrument and acknowledged the same to be his free and voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notarial Seal.

C. P. Bircher
Notary Public for Oregon. ✓

Filed for record by H. E. Noble, 9th July 1901 at 9 a.m.

J. W. Hale
Co. Auditor