

may by law become due and payable on said premises, and also that the said parties of the first part will not commit nor suffer any waste upon said premises, and that they will not cut or permit to be cut, any of the timber upon said described premises, except as maybe necessary for ordinary family use, and to keep the said premises in a reasonable state of repair.

Now Therefore, if the said parties of the first part shall pay said promissory note in accordance with the terms thereof, both principal and interest, and all taxes, assessments, mechanics liens and all other encumbrances and liens, in accordance with the terms of this mortgage, and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance to be void and of no effect; but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note in accordance with the terms thereof, and a performance of the conditions and agreements herein contained, and so such to be subject to foreclosure; it being agreed that any failure to make any of the payments provided for in said note or this mortgage when the same shall become due and payable, or to perform any agreement herein contained, shall give to the party of the second part, his heirs, executors, administrators or assigns, the option to declare the whole amount due on said note or unpaid thereon, or on this mortgage, at once due and payable, and this mortgage, by reason thereof may be foreclosed at any time thereafter, and that if the said parties of the first part shall fail to pay taxes, assessments, mechanics' liens or other encumbrances or liens, as herein provided to be done, the party of the second part his heirs, executors, administrators or assigns shall have the option to pay the same, and the payment so made shall be added to and become part of the amount secured by this mortgage, and draw interest at the rate of ten per cent. per annum, payable at the time of other interest payments herein, without waiver, however, of any rights arising from breach of any of the covenants herein.

It is further expressly agreed: 1st. That in case of filing a complaint to foreclose this mortgage, the Court may, on motion of the party of the second part, his heirs, executors, administrators or assigns, appoint a receiver to collect rents and profits arising out of said premises during the pendency of such foreclosure and such rents and the profits shall be applied in payment Pro tanto of the amount due under this mortgage. 2nd. In the event of the institution of a suit to foreclose this mortgage the said parties of the first part shall pay such sum as the Court may adjudge reasonable as attorneys' fees in said suit, and the same shall be a lien upon said described premises; which said fee shall be due when suit is begun and shall be recovered whether final decree is entered or not, and as a part of the costs of the commencement of said suit.

In Witness Whereof, the said parties of the first part have hereunto set their hands and affixed their seals this the day and year first above written.

Signed Sealed and Delivered in
presence of us as witnesses:

C. B. Shelton
Geo. E. Chamberlain

Antonio Del Grouse
Mary Del Grouse

(Seal)

(Seal)

State of Oregon,
County of Multnomah } ss.

Be it Remembered, That on this, the 25th day of November, A. D. 1902, before me,