

at the same time and in the same manner as heretofore designated for insurance premiums. And the parties of the first part further agree that if suit is instituted to foreclose this mortgage by reason of nonpayment of said note or any of the coupons, or for breach of any of the covenants herein contained, the said party of the second part, his heirs, executors, administrators or assigns, shall be entitled to recover as attorney's fees in said suit such a sum as the court may adjudge reasonable, in addition to the costs and disbursements allowed by the code of civil procedure. The said parties of the first part covenant and agree to pay all indebtedness hereby secured, including all such sums which may have been advanced by the said party of the second part, his heirs, executors, administrators or assigns, to discharge said premises from the liens or encumbrances, or other incumbrances of whatever nature or kind or on account of any insurance against loss of fire, or of such repairs, or prevention of waste, as may have been deemed necessary by the said party of the second part, his heirs, executors, administrators or assigns.

Now, if the said parties of the first part shall well and truly pay, or cause to be paid said promissory note with interest thereon, according to the tenor and effect thereof, and shall repay to the party of the second part, his heirs, executors, administrators or assigns, all sums paid by the said party of the second part, his heirs, executors, administrators or assigns, for the purposes heretofore mentioned, and shall keep and perform all the foregoing conditions and agreements, then this mortgage shall be void, and the property herein contained conveyed shall be released by the said party of the second part, his heirs, executors, administrators or assigns, at the proper cost of the party of the first part.

And the said parties of the first part, for themselves, their heirs, executors and administrators, covenant do and with the said party of the second part, his heirs, executors, administrators or assigns, forever, and to and with any person or persons who may purchase said premises at any sale made under foreclosure of this mortgage, that the said parties of the first part are lawfully seized in fee simple of the premises hereby conveyed, and have good right to mortgage the same as aforesaid, that the said premises are free and clear from all incumbrances, except mortgage heretofore referred to, that they will and their heirs, executors and administrators shall forever warrant and defend the title of said premises against the lawful claims and demands of all persons whomsoever.

In Testimony Whereof the said parties of the first part have hereto set their hands and seals the day and year first above written.

Signed, sealed and delivered

in presence of

T. H. Ward

Mary A. Linden.

State of Oregon

County of Multnomah } ss I, T. H. Ward, a Notary Public in and for the County

W. C. Murrey Seal

Kathleen A. Murrey Seal

Rose C. Murrey Seal

C. H. Murrey Seal