

part hereof.

Now Therefore, if the said parties, shall well and truly pay and satisfy, at the maturity thereof, the said indebtedness of \$2000.00, with interest thereon at the rate of seven per cent per annum until paid, and shall also well and truly pay and satisfy, on or before one year from this date, any and all advances, cash, credits, goods, wares or merchandise, made to the first parties, or either of them, by the second part, with interest thereon at the rate of seven per cent per annum from date of each advancement, until paid, and in case the said William Sams, of the first part, shall well and truly perform all of the conditions on his part required to be done and performed, in that said certain contract in writing this day entered into between him and the second party hereto, and reference to which is hereby made, then this indenture shall be void, but in case default shall be made in the payment of any sum secured hereby when the same shall become due as herein provided, or in case the said William Sams of the first part, shall in any respect neglect or refuse to perform any condition, or stipulation or provision, in said written contract hereinbefore mentioned on his part herein required to be done and performed, or in case said William Sams shall violate any provisions of said contract, or in case the said first parties, or either of them, shall fail, neglect or refuse to carry out in full any provision, stipulation or covenant in that certain lease hereinbefore described from said S. B. Does to said William Sams, bearing date the 18th. day of October, 1904, or in case the said William Sams shall assign or attempt to assign said lease aforesaid, or attempt to sublet the same without the written consent of the second party had and obtained, then in either of said events, the second party is hereby authorized and empowered to declare the said sum of \$2000.00, and all sums advanced, and all advances made hereunder, to become immediately due, and the same shall become immediately due, and the second party, its successors and assigns, is hereby authorized and empowered to foreclose this mortgage in the manner provided by law, and according to the usual custom and practices of the courts of the State of Oregon, or the State of Washington, and cause said mortgaged premises and right hereby mortgaged, to be sold, and the proceeds applied towards the payment of the costs and expenses of such sale, and the amount to be found due and secured by the lien of this mortgage, and such further sum as the court shall adjudge reasonable as attorney's fees in such suit or action.

That the second party is authorized to satisfy and discharge the obligations of the first parties, or either of them, to the said lease to said Does should the first parties, or either of them, fail so to do, and any <sup>money</sup> ~~sum~~ thereby expended is also secured by the lien of this mortgage. In Witness Whereof, the said parties of the first part have caused these presents to be executed this Seventh day of March, A.D. 1905.

Executed in the presence of

H. R. Reed

T. H. Ward

William Sams Seal

Cora E. Sams Seal

State of Oregon

County of Multnomah }<sup>ss</sup>. Be it Remembered, that on the Seventh day of March A.D. 1905, personally appeared before me, the undersigned, a Notary Public for the State of Oregon, the within named William Sams and his wife Cora E. Sams, each well