

Fourth. The said first party agrees to keep all buildings, fences and other improvements on said real estate, in as good repair and condition as the same are at this date and shall permit no waste and especially no cutting of timber, except for mending and repairing fences on this place and such as shall be necessary for fire-wood for the use of grantors family, and further, that he will at his own expense until this indebtedness herein recited is fully paid off, keep the buildings erected and to be erected on said land, covered in such manner as said buildings will be in some responsible Insurance Company, with loss, if any payable to this mortgage or its assigns.

Fifth: The said first party agrees that if the maker of said note shall fail to pay any of said money, either principal or interest within five days after the same shall become due, or to conform to or comply with any of the foregoing covenants, the whole sum herein secured may, at the option of the second party or any holder of said note, and at the option of the holder only, without notice to said first party, be declared due and payable, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, and that upon the commencement of an action for the foreclosure of this mortgage an attorneys fee of Twenty-five Dollars shall become due and payable and shall be paid out of the proceeds of the foreclosure sale together with the other money interest and costs, or shall be included in any deficiency judgment that may be entered. For value received, the said party of the first part does hereby expressly waive any appraisement of the real estate, should the same be sold under execution and does further waive all benefits of the stay, redemption, valuation or appraisement or other final process laws of the State of Washington. The foregoing covenants being performed, this mortgage shall be void, and a release thereof made at the expense of the said first party, otherwise it shall remain in full force and virtue. In Testimony Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

L. O. Connor

J. McCann

State of Oregon

County of Multnomah }²⁰ This certifies that on the 30 day of September A. D. 1907 personally appeared before me, George S. Shepherd, a Notary Public, in and for said State, the within named Geo. S. Shepherd, to me known to be the identical person described in and who executed the foregoing instrument and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned. In Testimony Whereof I have hereunto affixed my hand and official seal the day and year last above written.

Notaril

(Seal)

G. S. Shepherd, Notary Public for Oregon
residing at Portland, Oregon

Filed for record by Thomas Investment Co. on Oct 3rd 1907 at 1.15 P. M.

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