

the present buildings or any that may hereafter be erected on said premises, insured against fire to the extent of twelve hundred dollars in some fire insurance company to be named by the mortgagee, for the benefit of said mortgagee and to deliver the policies and renewals thereof to the said mortgagee promptly after issue thereof. 7. That they covenant and agree that in the event of a foreclosure of this mortgage, if the property hereby mortgaged shall not upon sale thereof realize sufficient to pay the amount due under said mortgage, together with the costs and expenses of the suit or action, a deficiency judgment may be rendered for any unpaid balance and the same may be satisfied from, and the sheriff or any officer making such sale may and shall be authorized forthwith to proceed to levy upon any property of the mortgagors or either of them not excepted from execution.

Now therefore, if the said mortgagors shall pay all and every of said notes taxes and charges and shall in all other respects fully satisfy and comply with the covenants herein before set forth and enumerated, this conveyance shall be void. But if the mortgagors shall fail to pay any of said notes or in any other respect shall fail to comply with the covenants hereinbefore set forth, then as often as any such breach shall occur, the mortgagee or its successors, legal representatives and assigns may at any time thereafter declare the whole of the principal sum or so much thereof as at the time of such default may remain unpaid, to be at once due and payable, as well as all interest thereon up to the date when payment may be made, or judgment rendered thereof against said mortgagors and foreclosure of this mortgage may be entered and the said mortgagee its successors and assigns may at any time after such breach as aforesaid proceed to foreclose this mortgage to compel payment to be made of the full amount due and payable: It is further expressly agreed that should the said mortgagors fail to make payment of any taxes, rates, water or other assessments insurance premiums or other charges payable by them, the said mortgagee may at its option make payment thereof and the amounts so paid with interest at eight per cent per annum shall be added and become a part of the debt secured by this mortgage without waiver, however of any rights arising from breach of any of the covenants. That in the event of this mortgage being foreclosed the said mortgagors shall pay such sum as the court may consider reasonable as attorneys fees for the benefit of the plaintiff and subject to this mortgage, the same shall be a lien on the premises hereby mortgaged, which said fee shall be due and payable when suit is begun.

Witness our hands and seal the day and year first above written.

Signed, sealed and delivered in presence of

John Bain

J.T. Bagley (Seal)

E.K. Baxter

Eva B. Bagley (Seal)

State of Oregon

County of Multnomah, ss. I, K.K. Baxter, a Notary Public in and for the state of Oregon, duly commissioned, sworn and qualified, do hereby certify that on this 26th day of March 1909 personally appeared before me J.T. Bagley and Eva B. Bagley, his wife, to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. And I further certify that I examined the said Eva B. Bagley wife of said J.T. Bagley, separate and apart from her said husband and made known to her the contents of the within instrument and she did, on separate examination, and after I had made known to her the contents of this instrument, acknowledge to me that she did voluntarily, of her own free will and without fear or coercion from her husband or any one, execute the said instrument.

Given under my hand and official seal this 26th day of March A.D. 1909

(My commission expires January 15th 1911
(Notarial Seal)

K.K. Baxter, Notary Public for state of Oregon
residing at Portland

Filed for record by R. Livingstone on March 30th 1909 at 1.15 P.M.

A. Fleischhauer
Co. Auditor