

mortgagee. Now therefor, if the mortgagors shall pay all and every sum of money specified in said note, and shall in all other respects fully carry out and comply with the covenants hereinbefore set forth, this conveyance shall be void. But if said mortgagors shall fail to pay any of said sums of money as specified or in any other respect shall fail to comply with any of the covenants hereinbefore set forth as often as such failure of payment or breach of covenant shall occur, the said mortgagee or his successors legal representatives heir or assigns may at any time thereafter declare the whole of the principal sum or so much thereof as at the time of such declaration may remain unpaid, with all unpaid interest accrued thereon, together with all sums with interest thereon accrued paid by said mortgagee under any agreement contained in this mortgage, to be at once due and payable and the said mortgagee, his successors legal representatives, heir or assigns may at any time thereafter 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 any payment of any taxes, insurance premiums or other charges payable by them as herebefore agreed, or suffer said premises to become subject to any lien or incumbrance having precedence to this mortgage, the said mortgagee may at his option, make payment thereof and the amount so paid with interest thereon at eight per cent per annum shall be added to and become a part of the debt secured by this mortgage without waiver, however of any rights of said mortgagee, arising from breach of any of said covenants. That in case of bringing suit to foreclose this mortgage, the Court may, on motion of the Mortgagee or his legal representative heir or assigns appoint a receiver to take charge of said premises and to collect the rents and profits arising therefrom during the pendency of such suit and until the right of redemption expires, and such rents and profits shall be applied in payment pro tanto of the amount due under this mortgage. And that in the event suit is instituted to effect such foreclosure, the said mortgagee his heirs successors or assigns may recover therein as attorneys fees such sum as the Court may adjudge reasonable in addition to the costs and disbursements allowed by the code of civil procedure and also have and take a deficiency judgment for any amount or charges remaining unpaid from sale of said lands.

In Testimony Whereof the said mortgagors have hereunto set their hands and seals this the day and year first above written.

Executed in the presence of

A.P. Manning

Grace E. Hussey (Seal)

G.J. Watson

A.H. Hussey (Seal)

State of Oregon

County of Hood River, ss. Be it Remembered that on this 19th day of January 1910 before me, the undersigned a Notary Public in and for said county and state personally appeared the within named Grace E. Hussey and H.A. Hussey, wife and husband who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged that they executed the same freely and voluntarily.

In Testimony Whereof I have hereunto set my hand and notarial Seal the day and year last above written. My notarial commission expires November 10th 1911

G.J. Watson, Notary Public for Oregon

(Notarial Seal)

residing at Hood River County, Oregon

Filed for record by Butler Banking Co. on Jan. 24th 1910 at 8.15 A.M.

A. Fleischhauer

Cc. Auditor