

the party of the second part her heirs and assigns forever. But as a mortgage to secure the payment of several sums of money specified in said note fore mentioned and the performance of the covenants and conditions herein contained. And the parties of the first part covenant that said Caspar Kuffler is the owner in fee simple of said real estate. That it is free from incumbrances and that he will pay all of said sums of money, the principal and interest specified in said note at the times therein designated, and all taxes and assessments which may be lawfully levied upon or against said land when the same becomes due and payable and not later than ten days before the same becomes delinquent. And it is expressly agreed and provided by and between the parties hereto that if said mortgagor shall fail or neglect to pay said taxes and assessments as above provided, the mortgagee may pay such taxes and the taxes so paid, the parties of the first part agree to repay and the said sums of money shall at once become due and bear interest at the rate of eight per cent per annum until paid. And the same shall be paid at the same time and with the first installment of interest which shall become due thereafter, and shall be a part of the debt secured by this mortgage and a lien on said land. Now the payment of the said principal, interest and taxes as above provided will render this conveyance void. But it is expressly provided that time and the exact performance of all the conditions hereof is of the essence of this contract; and in case default be made in the payment of any of said sums of money when due and payable as above provided, either of the principal or any installment of interest or any portion thereof or of any of the said taxes or in the performance of any of the covenants or conditions herein provided on the part of the mortgagor, then the whole of the principal sum and interest accrued at the time default is made and all taxes which the holder of said note shall have paid or become liable to pay, shall at the option of such holder become due and payable and this mortgage may be foreclosed at any time thereafter. And it is expressly agreed between the said parties that if any suit is instituted to effect such foreclosure by reason of any such default, the party to such suit holding this mortgage may recover therein as attorneys fees such sum as the court may adjudge reasonable in addition to costs and disbursements allowed by the code of civil procedure and said attorneys fees and costs shall be secured by this mortgage.

In Testimony Whereof the parties of the first part have hereunto set their hands and affixed their seals.

Signed, sealed and delivered in the presence of us as witnesses.

Robert A. Miller

Caspar Kuffler (Seal)

C. J. MoHoney

Barbara A. Kuffler (Seal)

State of Oregon

County of Multnomah, ss/ Be it Remembered that on this 30th day of April 1910 before me, the undersigned a Notary Public in and for said County and State personally appeared the within named Caspar Kuffler and Barbara Kuffler husband and wife who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

In Testimony Whereof I have hereunto set my hand and notarial Seal this day and year last above written.

Robert A. Miller

(Notarial Seal)

Notary Public for Oregon

Filed for record by Olive C. Kuffler on June 3rd 1910 at 1.15 P.M.

A. Fleichhauer

Co. Auditor