

of both principal and interest to become immediately due and collectible, at the option of the holder of this note. And in case suit or action is instituted to collect this note, or any portion thereof, COOKS INVESTMENT CO. promises and agrees to pay, in addition to the costs and disbursements provided by statute, such additional sum, in like Gold Coin, as the Court may adjudge reasonable, for attorney's fees to be allowed in said suit or action.

COOKS INVESTMENT CO.

By Orrin A. Perry
President.

COOKS INVESTMENT CO.

No. 2.

By L.M. Booth,
Secretary.

Now Therefore, if the said promissory note, principal and interest, shall be paid at maturity, according to the terms thereof, this indenture shall be void, but in case default shall be made in the payment of the principal or interest as above provided, then the whole sum, both the principal and interest accrued at the time default is made, shall become due and payable, and the parties of the second part, their executors, administrators and assigns are hereby empowered to foreclose this mortgage in the manner prescribed by law. And the said COOKS INVESTMENT CO., its successors and assigns, does covenant and agree to pay unto the said parties of the second part, their executors, or assigns, the said sum of money as above mentioned.

WHEREAS, it is understood that the purchasers of the above described real property the said COOKS INVESTMENT CO., expect to re-sell the same in small tracts, it is therefore agreed that the said L.E.Crowe and W.C.Rupert will accept Twenty dollars (\$20) per acre for each acre sold up to one hundred acres, and Thirty dollars (\$30) per acre for each acre sold of the balance of the said land, and that they, the said L.E.Crowe and W.C.Rupert, will release from the lien of this mortgage such of the said described real property as the said COOKS INVESTMENT CO., may sell as aforesaid upon the payment of the said \$20 per acre and \$30 per acre respectively, and that the said payments made as aforesaid shall be applied and credited upon the first described promissory note first coming due, and afterwards upon the other.

IN WITNESS WHEREOF, the said COOKS INVESTMENT CO., has caused the foregoing mortgage to be duly executed and acknowledged by its President and by its Secretary and has caused the seal of the said corporation to be affixed hereto, and this said mortgage is so executed as aforesaid by virtue of a resolution duly made and entered by the Board of Trustees of the said COOKS INVESTMENT CO. on the 24th day of September, 1909.

Signed, Sealed and Delivered in
Presence of us as Witnesses:

Edna L. Booth

M.T. Perry.

{CORPORATE
SEAL }

COOKS INVESTMENT CO.

By Orrin A. Perry
President.

COOKS INVESTMENT CO.

By L.M.Booth
Secretary.

STATE OF OREGON,)
MULTNOMAH COUNTY.)SS.

THIS CERTIFIES, that on this 24th day of September, 1909, before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named Orrin A. Perry, to me personally known to be the President of the within named COOKS INVESTMENT CO., a corporation, and L.M.Booth, to me personally known to be the Secretary of the said Company, and acknowledged to me that they executed the foregoing instrument freely and voluntarily and for the uses and purposes therein mentioned, and for and on behalf of the said COOKS INVESTMENT CO., and that