

paid the whole sum of both principal and interest to become immediately due and collectible at the option of the holder thereof. And I further agree to pay all taxes which may be assessed against the holder of this note on account thereof. And if suit or action is commenced to collect this note or any part thereof, I promise to pay such further sum as the court may adjudge reasonable as attorney's fees in said suit or action. This note may be paid off before maturity at any day when interest is due.

(Sgd) L.A. Kirtland

(sgd) M.G. Fifer

(Sgd) Maytie P.Fifer

And said mortgagors covenant to and with the mortgagees, their heirs, executors, administrators and assigns that said mortgagors are lawfully seized in fee simple of said premises and have a valid, unencumbered title thereto and will warrant and forever defend the same against all person; that they will pay said notes, principal and interest, according to the terms thereof: that while any part of said notes remains unpaid they will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property when due and payable and before the same may become delinquent; that they will promptly pay and satisfy any and all liens or incumbrances that may become liens on the premises, or any part thereof, superior to the lien of this mortgage that they will keep the buildings now on, or which may be hereafter erected on the premises insured in favor of the mortgagees against loss or damage by fire in the sum of \$750.00 in such company or companies as the mortgagees may designate and have all policies of insurance on said premises made payable to the mortgagees as their interest may appear, and will deliver all policies of insurance on said premises to the mortgagees as soon as insured; that they will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.

Now, therefore, if said mortgagors shall keep and perform the covenants herein contained and shall pay said notes according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein shall give the mortgagee the option to declare the whole amount unpaid on said notes or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagors shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagees may at their option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said notes - without waiver, however, of any right arising to the mortgagees for breach of covenant. And if suit be commenced to foreclose this mortgage, the attorney's fees provided for in said notes shall be included in the lien of this mortgage.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagors and the successors and assigns of said mortgagees respectively.

IN WITNESS WHEREOF said mortgagors have hereunto set their hands and seals the day and year first above written.

Executed in the presence of

Cora I. Weber

A.J.Derby

L. A. Kirtland (Seal)

M. G. Fifer (Seal)

Maytie P.Fifer (Seal)

STATE OF OREGON,)
) SS.
County of Hood River.)

This certified that on this 7th day of October, A.D.1909, before me,