

singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining. The said parties of the first part represent to and covenant with the said party of the second part his heirs and assigns that they will warrant and defend said premises against the lawful claims of all persons whomsoever and the said parties of the first part hereby relinquish all right of dower and all right of Homestead accruing to or to accrue in and to said premises.

This indenture is intended as a mortgage as additional security to secure the payment of a certain promissory note in the words and figures as follows:

\$15,000.00

Portland, Oregon March 1st 1911

We, or either of us three years after date, without grace for value received promise to pay to Albert I. Loeb or order at the office of Albert I. Loeb in the city and county of San Francisco State of California, fifteen thousand (\$15,000.00) dollars and interest thereon payable monthly at the rate of seven (7) per cent per annum from date until paid, all in United States Gold Coin of the present standard of weight and fineness. And in case default shall be made in the payment of any interest when due, then both principal and interest shall become due and payable immediately. And in case suit or action is instituted to collect this note or any part thereof we promise to pay such further sum as the court may adjudge reasonable as attorneys fees in said suit or action. (This note is secured by mortgage on real estate of even date herewith, held by Albert I. Loeb, in trust for the owner and holder thereof) It is agreed that if the parties of the first part fail to pay said principal or interest or any part thereof when due, or any taxes, assessments or insurance premium as hereinafter provided or fail to comply with any of the conditions of this mortgage, then all of said debts shall at the option of the party of the second part become due and collectible and the occupants of said property shall pay rent to the said party of the second part or his agent and this mortgage may be foreclosed for the full amount together with costs taxes insurance premium and a reasonable attorneys fee for plaintiffs attorney to be filed and allowed by the court and any other and all sums advanced or expenses incurred on account of said parties of the first part for whatever purpose paid, and any advances paid shall draw interest at the rate of 8 per cent per annum and be liens upon this mortgage. In case of foreclosure hereof the costs of an abstract of title shall be taxed as part of the costs in the case and paid by the parties of the first part and the plaintiff in such foreclosure suit shall be entitled upon his demand and without necessity of showing any cause therefor to have a receiver appointed to take charge of said property and to collect rents and profits thereof and with the same powers as if appointed by the court and the said party of the second part may be appointed as such receiver. The omission of the party of the second part to exercise the option herein provided for at any time or times shall not preclude the party of the first part in payment as aforesaid. And said party of the second part is not required to give any notice as to the exercise of such option but may proceed at any time after default is made to sell the property herein described and collect the amounts due hereunder, or at his option to institute suit for the foreclosure hereof in the courts in the ordinary way, it being expressly understood and agreed that in case of default the said party of the second part or in case of his absence, death, refusal or disability in anywise, the (then) acting sheriff of Skamania County Washington, at the request of the legal holder of said note may proceed to sell the property.