

to the costs and disbursements provided by statute such additional sum as the court may adjudge reasonable for attorneys fees to be allowed in said suit or action.

signed

G.H. Watson, Fannie E. Watson

W.F. Darr, Louise Darr

\$5200.00

Portland, Oregon May 26th 1911

On or before five years after date without grace we promise to pay to the order of T.F. Levens at First National Bank at St. Johns Oregon five thousand two hundred dollars in Gold coin of the state States at presents standard value with interest thereon in like gold coin at the rate of six per cent per annum from date until paid, Interest to be paid quarterly and if not so paid the whole sum 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 we promise to pay in addition to the costs and charges provided by statute such additional sum as the court may adjudge reasonable as attorneys fees to be allowed in said suit or action.

signed

G.H. Watson, Fannie E. Watson

W.F. Darr, Louise Darr

Now Therefore if the said promissory notes principal and interest and attorneys fees shall be paid when the same shall become due according to the terms and conditions of said promissory notes and of this indenture, then this indenture shall be void, but in case default shall be made in the payment of any sum that may become due and payable as hereinafter provided, then the said party of the second part his executors administrators and assigns are hereby empowered to sell the premises above described with all and every of the appurtenances or any part thereof in the manner prescribed by law and out of the money arising from such sale retain the said principal and interest and attorneys fees and such other sum or sums as may be due hereunder, together with the costs and charges of making such sale and the overplus if any there be, pay, on demand to the parties of the first part their heirs and assigns. It is expressly understood and agreed that such premises are and shall be kept until this mortgage is fully paid and satisfied, free from all incumbrances or liens whatsoever that shall or may have precedence of this mortgage; that all buildings and tenements that are now upon or that may hereafter be erected upon said premises shall be kept insured for an amount not less than two thousand dollars during all the time that this mortgage shall remain unpaid or unsatisfied in one or more good and responsible companies against all loss or damage by fire, the loss or damage if any to be made payable to the said party of the second part his heirs or assigns, and in case that said parties of the first part shall fail neglect or refuse to obtain said insurance or to pay all taxes assessments liens or claims of every nature and kind that are or may hereafter become a lien upon said premises, then the said party of the second part his heirs or assigns may obtain said insurance and pay the premium therefore and pay all taxes and assessments upon said premises, and all sums thus expended shall at once become due and payable on demand from the said parties of the first part to the said party of the second part and that such payment as well as the attorneys fees mentioned in said note be and the same are hereby secured by the lien of this mortgage. It is also expressly understood that if any sum payable by the terms of said promissory notes or become due hereunder shall remain unpaid for a period of thirty days after they shall have been due and payable, then the said party of the second part his heirs or assigns may foreclose this mortgage at any time thereafter.