

And whereas the said mortgagors for themselves and for their heirs and assigns have covenanted and agreed and do covenant and agree to and with the said mortgagee her heirs legal representatives or assigns as follows: That they have a valid and unincumbered title to said premises, that they have good right to convey the same, that they will not suffer or permit said premises to become subject to any lien or encumbrance that shall have precedence of this mortgage, that they will render such further assurance of said title as may be requested by said mortgagee and that they will warrant and defend said title unto said mortgagee and to her heirs and assigns against the lawful claims and demands of all persons whomsoever. That they will pay all of said sums of money specified in said note promptly as they become due; that they will pay all taxes and assessments that may be levied against said premises and all taxes that may be levied or assessed to the holder of this note on account thereof at least ten days before delinquency. That they will keep the building erected or to be erected on said premises insured against fire in the sum of five hundred (500) dollar in a company or companies to be designated by the mortgagee, and policy or policies to be delivered, and the loss if any made payable to such mortgagee.

Now therefore, if the said mortgagors shall pay all and every sum or sums of money specified in said note and shall in all other respects fully carry out and comply with the covenants hereinbefore set forth, this conveyance shall be void. But if the mortgagors shall fail to pay any of said sums of money or in any other respect fail to comply with any of the covenants herein set forth, then as often as such failure of payment or breach of covenants shall occur, the said mortgagee or her successors or assigns may at any time thereafter declare the whole of the principal sum or so much thereof as at the time of such declaration may remain unpaid with all unpaid taxes or interest accrued, together with all sums accrued, to be at once due and payable and the said mortgagee her successors or assigns proceed to foreclose this mortgage to compel payment to be made of the full amount due and payable.

That in case of bringing suit to foreclose this mortgage, the court may on the motion of the mortgagee or her successors or assigns appoint a receiver to take charge of said premises and to collect the rents and profits arising therefrom during the pendency of such suit and until the right of redemption expires, and such rents and profits shall be applied in payment pro tanto of the amount due under this mortgage.

And that in the event suit is instituted to effect such foreclosure the said mortgagee her successors heirs or assigns may recover therein as attorneys fee such sum as the court may adjudge reasonable in addition to the costs and disbursements allowed by the Code of Civil Procedure.

In Testimony Whereof the said mortgagors have hereunto set their hands and affixed their seals.

Executed in Presence of

Howard N. Pealer

R.L. Fowler (Seal)

E.H. Hartwig

Mildred Fowler (Seal)

State of Oregon

County of Hood River, ss/ Be it remembered that on this 22nd day of July 1911 before me the undersigned, a Notary Public in and for said county and State personally appeared the within named R.L. Fowler and Mildred Fowler who are known to me to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.