

and perform any agreement contained herein or fail to pay any installment of interest as provided, then the whole sum of said principal and interest shall be due at the option of said party of second part, and suit may be immediately brought and a decree be had to sell the said premises 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 to retain the said principal sum and interest although the time for payment of said principal sum may not have expired, together with the costs and charges for making such sale and suit of foreclosure, including counsel fees at the rate of ten per cent upon the amount which may be found to be due for principal and interest by the said decree, and the surplus of any there be shall be paid by the party making such sale on demand to the said parties of the second part their heirs or assigns. And it is agreed here by that it shall be lawful for said party of the second part his heirs executors administrators or assigns to pay and discharge at maturity all taxes or assessments liens or other incumbrances now subsisting or hereafter to be laid or imposed upon said land or premises and which may be in effect a charge thereupon, and such payments shall be allowed with interest thereon at the rate of eight per cent per annum and such payments and interest shall be considered secured by these presents and a charge upon such premises shall be repayable upon demand in the same kind of money or currency in which the same may have been paid, and may be deducted from the proceeds of the sale above authorized.

In Witness Whereof the said parties of the first part have herunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

Lambert Dunbar

B.J.Hesse

State of Oregon

A.S.Ellis (Seal)
Edna C.Ellis (Seal)
L.B.Snyder (Seal)
Nellie Snyder (Seal)

County of Multnomah, ss. This certifies that on this 22nd day of December 1911 before me, the undersigned a Notary Public in and for said County and State personally appeared the within named A.S.Ellis and Edna C.Ellis his wife, L.B.Snyder and Nellie Snyder his wife whose names are subscribed to the foregoing instrument as parties thereto, personally known to me to be the individuals described in and who executed the within mortgage and acknowledged that they executed the same freely and voluntarily for the uses and purposes therein mentioned. And I do further certify that I made known to Edna C.Ellis the wife of said A.S.Ellis and to Nellie Snyder the wife of said L.B.Snyder the contents of the foregoing instrument and examined her separate and apart from her husband and upon said separate examination acknowledged that she voluntarily of her own free will and without fear or coercion from her husband executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first in this certificate above written.

Lambert Dunbar

(Notarial Seal)

Notary Public for Oregon

Filed for record by S.A.Swanson on Jan.2nd 1912 at 1.15 P.M.

A.Fleischhauer

Co.Auditor

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