

with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the said premises with the appurtenances unto the said mortgagee his heirs and assigns forever. This conveyance is intended as a mortgage however and is given to secure the payment of the sum of five hundred dollars with interest from date until paid at the rate of ten per cent per annum, interest payable quarter annually, all according to the terms of a certain promissory note of even date herewith for \$500.00 payable on or before six months after date given by the mortgagors to the mortgagee and bearing interest payable at the rate and times aforesaid. This Indenture further conditioned upon the faithful observance by the mortgagors of the following covenants hereby expressly entered into by the mortgagors to-wit: That they are lawfully seized of said premises and now have valid and uncumbered title thereto and that they will forever warrant and defend the same against the claims and demands of all persons whomsoever. That they will pay the said promissory note and all installments of interest thereon promptly as the same become due according to the tenor of said note. That so long as the mortgage shall remain in full force they will pay all taxes assessment and other charges of every nature which may be levied or assessed upon or against the said premises and satisfy any mechanics lien or other incumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage. That they will keep the improvements erected on said premises in good order and repair and will not permit or suffer any waste of the premises hereby mortgaged. Now therefore, if the mortgagors shall pay said promissory note and shall faithfully satisfy and comply with the covenants hereinafter set forth then this conveyance shall be void but other wise to remain in full force and virtue as a mortgage to secure the payment of the promissory note in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note or this mortgage when the same shall become due and payable, or to perform any agreement herein contained, shall give to the mortgagor the option to declare the whole amount due on said note or unpaid thereon or on this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. And if the mortgagors shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided, the mortgage shall have the right to pay the same and any payment made shall be added to and become a part of the debt secured hereby and draw interest at the rate of ten per cent per annum without any waiver however of any right arising from breach of any of the covenants herein. In case of suit or action for foreclosure of this mortgage the court may upon motion of the mortgagee appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure and apply the same to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust. In the event of suit or action being instituted to foreclose this mortgage the mortgagors their heirs and assigns shall pay such sum as the court shall consider reasonable as attorneys fees for the benefit of the plaintiff in addition to the costs and disbursements provided by statute. In Witness Whereof the said mortgagors have hereunto set their hands and seals the day and year first above written.

Executed in presence of
G.F. Martin
Margaret A. Fisk

Allen McDonald (Seal)
Mary McDonald (Seal)

State of Oregon, County of -----, ss. This certifies that on this 15th day of