

connected with or usually had and enjoyed in connection with said described premises and each and every part and parcel thereof whether represented by shares of capital stock in any ditch company or by actual individual ownership or otherwise, or which may be hereafter be acquired by the said party of the first part during the existence of this Mortgage and used in connection with the said described premises or any part thereof. Together with all and 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 after such default, at the option of the holder of this note. 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 one 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 all rents and profits of said property shall then immediately accrue to the benefit of said party of the second part, 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 attorney's fee for plaintiff's attorney to be fixed 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 whatsoever purposes paid; and any advances paid shall draw interest at the rate of 8 per cent per annum and be liens under this mortgage. In case of foreclosure hereof the cost of an abstract of title shall be taxed as a 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 the necessity of showing any cause therefor, to have a receiver appointed to take charge of said property and to collect the rents and profits thereof and with the same powers as if appointed under statutory provisions; and the said party of the second part may be appointed such receiver. The omission of the party of second part to exercise the option herein provided for at any time or times shall not preclude said party of the second part