

of said note or mortgage, and all taxes and assessments which may be lawfully levied upon or against said land when the same becomes due and payable, and not later than ten days before the same becomes delinquent.

And that they will keep the buildings erected and to be erected upon the lands above described insured against loss by fire in the sum of at least Twenty Thousand Dollars, in a company or companies to be designated by the mortgagee, the policy or policies to be delivered and the loss, if any, made payable to such mortgagee; as his interest may appear.

And it is expressly agreed and provided by and between the parties hereto, that if said mortgagor shall fail or neglect to insure said buildings, or shall fail or neglect to pay said taxes and assessments as above provided, the mortgagee may effect such insurance and pay such taxes and the premium or premiums paid for such insurance and the taxes so paid, the parties of the first part agree to repay, and the said sums of money shall at once become due and bear interest at the rate of 7 per cent. per annum until repaid. And the same shall be paid at the same time and with the first installment of interest which shall become due thereafter, and shall be a part of the debt secured by this mortgage and a lien on said land.

Now the payment of the said principal, interest, taxes and insurance premiums, as above provided, will render this conveyance void.

But it is expressly provided, that time and the exact performance of all the conditions hereof is of the essence of this contract, and in case default be made in the payment of any of said sums of money when due and payable, as above provided, either of the principal or any installment of interest, or any portion thereof or any of the said taxes, or in the performance of any of the covenants or conditions herein provided on the part of the mortgagor, then the whole of the principal sum and the interest accrued at the time default is made, and all taxes which the holder of said note shall have paid or become liable to pay, shall at the option of such holder become due and payable and this mortgage may be foreclosed at any time thereafter.

And it is also expressly agreed between said parties that if any suit is instituted to effect such foreclosure, by reason of any such default, the party to such suit holding this mortgage may recover therein as attorney's fees such sum as the court may adjudge reasonable, in addition to costs and disbursements allowed by the code of civil procedure, and said attorney's fees and costs shall be secured by this mortgage.

In Testimony Whereof, the parties of the first part have hereunto set their hand and affixed their seals.

Signed, sealed and delivered in
Presence of us as Witnesses.
R.E. Moody
W.C. Healion

E.L. Shipherd (Seal)
Nellie O. Shipherd (Seal)

State of Oregon,)
County of Multnomah.) ss.

Be it Remembered, That on this 3rd day of May, A.D. 1912 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named E.L. Shipherd and Nellie O. Shipherd, his wife, who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as the free and voluntary act and deed of each, for the uses and purposes therein