

in addition to the costs and disbursements provided by statute such additional sum as the court may adjudge reasonable as attorneys fees to be allowed in said suit or action.

J.W.Shipley

Beatrice shipley

That said mortgagors to secure the payment of said debt and note do hereby convey by way of mortgage unto said mortgagee with the covenant and upon the conditions hereinafter set forth the following described real property:

The west half of the Northwest quarter of the Southwest quarter of Section twenty-one (21) in Township three (3) North of Range ten (10) East of Willamette Meridian containing twenty acres more or less. And the said mortgagors do hereby covenant that they are lawfully seized in fee simple of the mortgaged premises and have a good and valid right and title thereto and will warrant and forever defend the same against all persons; will pay such note principal and interest according to the terms thereof, will during the continuance of this mortgage pay all taxes assessments and other charges that may be levied or assessed upon or against said property or this mortgage or the debt hereby secured when due and payable and before delinquent, will promptly pay and satisfy of record all liens or other encumbrances upon said property that may be or become superior to this mortgage will keep the buildings now on or which may hereafter be put upon said premises in good repair and insured in favor of the mortgagee in the sum of \$100 in such company and under such form of policy as may be designated by the mortgagee, and will have all policies of insurance on such property made payable to the mortgagee and will deliver all such policies and renewals thereof, will not commit or suffer any waste of premises. Performance of every covenant herein and payment of said note according to the terms thereof shall render this mortgage void. But any default therein shall give the mortgagee the option while such default shall continue to declare all sums secured by this mortgage to be forthwith due and payable and to foreclose this mortgage at any time thereafter. If the mortgagor shall fail to pay any sum as herein provided the mortgagee may pay the same and all sums so paid shall become a part of the debt hereby secured and shall bear interest at the rate provided in said note without waiver however of any right arising from breach of covenant. If suit be brought to foreclose this mortgage the mortgagor shall pay the mortgagee such sum as attorneys fees as the court may adjudge reasonable and such fees shall be included in the lien hereof. Each and all of the covenants and conditions herein contained shall bind the heirs representatives and assigns of the mortgagors and the representatives successors and assigns of the Mortgagee.

In Witness Whereof said mortgagors have hereunto set their hands and seal this first day of June 1912

Witness: F.A.Bishop

J.W.Shipley (Seal)

J.W.Copeland.

Beatrice Shipley (Seal)

State of Oregon

County of Hood River, ss. On this 1st day of June 1912 personally appeared before me, a Notary Public in and for said County and State the within named J.W.Shipley and his wife Beatrice Shipley to me known to be the individuals described in and who executed the within instrument and acknowledged that they executed the same freely and voluntarily for the uses and purposes therein mentioned. In Testimony Whereof I have hereunto set my hand and notarial seal the day and year last mentioned.

(Notarial Seal)

F.A.Bishop

Commission expires Sept. 1st 1913

Notary Public for State of Oregon

Filed for record by R.W.Pratt on June 21st 1912 at 1.15 P.M.

A.Fleischhauer

Co.Auditor

7.20