

and also to pay and discharge all prior liens claims adverse title or encumbrances on said premises so that this mortgage shall be and remain a first lien thereon until the debt or money hereby secured are fully paid. Said party of the first part hereby agrees that in the event he shall fail or neglect to procure and maintain insurance upon said buildings and make said repairs and pay and discharge all taxes assessments and other public charges which may be levied assessed or charged upon said premises and pay and discharge all liens claims adverse titles and encumbrances on said premises as above agreed then the said parties of the second part its successors or assigns may elect to pay and discharge any or all of the same and cause said repairs to be made and all moneys so expended and paid with interest thereon at the rate of six per cent per annum from the date of such payment or expenditures until the same is wholly repaid shall be a lien on said premises above described and be secured by this mortgage and collected in the same manner as the principal debt hereby secured. Upon any default on the part of the parties of the first part in the payment of the interest when due or in keeping and performing any of the above covenants, said parties of the second part its successors or assigns may elect to declare all sums secured hereby due and payable without notice and may immediately cause this mortgage to be foreclosed in the manner provided by law, whether he or they shall elect to pay any of the sums above referred to or not.

Said party of the first part hereby agrees that in any suit or other proceedings commenced for the recovery of the debt or money secured hereby or for the foreclosure of this mortgage said parties of the second part its successors or assigns shall have the right to have taxed as costs and included in the judgment or decree rendered in such suit or proceedings a reasonable attorneys fee equal to----- per cent of the total amount found due. Said party of the first part hereby agrees that in any suit or other proceedings commenced for the recovery of the debt and moneys hereby secured or for the foreclosure of this mortgage the parties of the second part its successors or assigns shall be entitled to have entered in such suit or proceedings a judgment for any deficiency remaining due on account of the debt or money hereby secured after foreclosure sale of the premises above described. Said party of the first part hereby agrees that in case of foreclosure of this mortgage the purchaser at any sale had thereunder shall be entitled to the immediate possession of the premises so sold whether the same shall then be occupied or not. It is mutually agreed and understood that the debt and all sums hereby secured are payable in gold coin of the United States of America.

It is mutually understood and agreed that upon the full performance of the foregoing covenants and agreements at the time and in the manner specified, then this instrument shall be void and a discharge thereof given at the expense of the parties of the first part otherwise to remain in full force and effect.

In Witness whereof the said party of the first part has hereunto set his hand and seal this 19th day of October 1912 All changes made before execution.

Signed, sealed and delivered in presence of

F.I. Crose

N.D. Simon

Henry M. Thompson (Seal)

State of Oregon

County of Multnomah, ss. I N.D. Simon a Notary Public in and for the said State do hereby certify that on this 19th day of October 1912 personally appeared before me Henry M. Thompson to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

N.D. Simon Notary Public for State of

Oregon residing at

(Notarial seal)

Portland in said County

Filed for record by N.D. Simon on Dec. 11th 1912 at 8.14 A.M.

A. Fleischhaer

Co. Auditor