

due and collectible at the option of the holder of this note. And if suit or action is instituted to collect this note or any portion thereof I promise to pay such further sum as the court may adjudge reasonable as attorneys fees in said suit or action.

signed Charles B. Collins

Isabella Collins

And said mortgagors covenant to and with the said mortgagee his heirs and assigns that they are lawfully seized in fee simple of above premises and have a valid, unencumbered title thereto and will warrant and forever defend the same against all persons; that they will pay said note principal and interest according to the terms thereof, that while any part of said note remains unpaid they will pay all taxes assessments and other charges of every nature which may be levied or assessed against said property or this mortgage or the note above described when due and payable and before the same become delinquent, that they will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage.; that not commit or suffer any waste, of said premises. Nor therefore if said mortgagors shall keep and perform the covenants herein contained and shall pay said note according to the terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of said covenants and the payment of said note it being agreed that a failure to perform the covenants hereinafter if proceedings of any kind be taken to foreclose this mortgage on said premises or any part thereof the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable and this mortgage may be foreclosed at any time thereafter. And if the mortgagors shall fail to pay the taxes or charges or any lien encumbrance or insurance premium as above provided the mortgagee may at his own option do so and any payment so made shall be added to and become a part of the debt secured hereby and shall bear interest at the same rate as said note without waiver of any right arising to the mortgagee from breach of covenant. And if suit be commenced to foreclose this mortgage, the attorneys fee provided for in said note shall be included in the lien of this mortgage. Each and all of the covenants and agreements herein contained shall apply to and bind the heirs executors administrators and assigns of said mortgagors and of said mortgagee respectively.

In Witness whereof said mortgagors have hereunto set their hands and seals the day and year first above written.

Executed in the presence of

Russell E. Collins

Charles B. Collins (Seal)

Oglesby Young

Isabella Collins (Seal)

State of Oregon

County of Multnomah, ss. This certifies that on this 9th day of December 1912 before me the undersigned Oglesby Young a Notary public in and for said County and State personally appeared the within named Charles B. Collins and Isabella Collins husband and wife to me known to be the identical persons described in and who executed the foregoing instrument and acknowledged to me 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 first above written.

Oglesby Young, Notary Public for Oregon

(Notarial Seal)

residing at Portland, Ore

Filed for record by A.H. Miley on Dec. 13th 1912 at 10.15 A.M.

A. Fleischhauer

Co. Auditor