

the said Susie L. Allen, J.Syd McNair and Gertrude P.McNair, their heirs, executors or administrators shall pay or cause to be paid unto the said R.J.Edwards his executors, administrators or assigns, the sum of Eight Thousand (\$8000) Dollars on or before the 28th day of March, 1918 Together with interest thereon from date at the rate of eight per cent. per annum, payable annually according to the tenor and effect of the certain promissory note of said Susie L.Allen, J.Syd McNair and Gertrude P.McNair payable to R.J.Edwards bearing even date herewith and shall further pay and discharge all taxes and public charges and faithfully perform all covenants and agreements as hereinafter provided, then these presents shall be null and void; otherwise to remain in full force and virtue. And Mortgagee agrees upon payment of \$75.00 per acre to release any number of acres from the operation of this mortgage.

And we hereby further covenant and agree to pay and discharge all public charges that may be levied or imposed upon said premises, this mortgage and the note hereby secured before the same become delinquent; that until the indebtedness secured by this mortgage is fully paid we will keep the buildings on said premises insured against loss or damage by fire in some responsible insurance company or companies, acceptable to said mortgagee and for his use and security in the sum of at least \$1000.00 Dollars, and will deliver the policy or policies therefor to said mortgagee, and that in case we fail to pay said taxes and public charges, or fail to keep said buildings so insured and pay the premiums therefor, the said mortgagee or the holder hereof, may pay said taxes and public charges and may procure such insurance and pay the premiums therefor, and that all amounts so paid either for such taxes, public charges or insurance premiums shall be a lien on the aforesaid premises, and secured by this mortgage, and shall be immediately due and payable, and may be collected in the same manner as the principal debt hereby secured, together with interest thereon from the date of such payment, at the rate of eight per cent. per annum.

And we the said Susie L.Allen, & J.Syd McNair hereby covenant to and with the said R.J.Edwards that we the owners in fee simple of said premises; that the same are free from any incumbrance, and that we will warrant and defend the same against the lawful claims of all persons whomsoever. And we hereby further covenant and agree that failure to pay either or any installment of principal or interest hereby secured promptly when due, or to pay aforesaid taxes and public charges or any part thereof before delinquent, or to keep said buildings insured and pay the premiums therefor as above provided, shall render the whole amount hereby secured immediately due and collectible, at the option of the holder hereof, and this mortgage may thereupon, without notice or demand, be immediately foreclosed.

And we hereby further covenant and agree that in case suit is instituted to foreclose this mortgage we will pay to the plaintiff in such foreclosure suit such sum as the court shall adjudge reasonable as attorney's fees in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18th day of March, 1913.

Executed in presence of

Abbie B. Rhodes)

J.E. Lawson } AS to J.Syd &
Gertrude P.McNair.

Sarah R.Frak }

Nellie Dickey } as to Susie L.Allen

State of Oregon, }

County of Jackson. } ss . On this, the 19th day of March A.D.1913 personally came

Susie L. Allen (Seal)

J.Syd, McNair (Seal)

Gertrude P.McNair (Seal)