

insured in favor of the mortgagee against loss or damage by fire in the sum of \$3000.00 in such company or companies as the mortgagee may designate and will have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; that it will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.

Now, therefore if said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms this conveyance shall be void but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein or if proceeding of any kind be taken to foreclose any lien 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 mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for the mortgagee may at his option do so and any payment so made shall be added to and become a part of the debt secured by this mortgage and shall bear interest at the same rate as said note without waiver however of any right arising to the mortgagee for breach of covenant. And if suit be commenced to foreclose this mortgage the attorney's fees 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 mortgagee and the successors and assigns of said mortgagee respectively.

IN WITNESS WHEREOF said mortgagor has hereunto caused its corporate name and seal to be set the day and year first above written.

Executed in the presence of

J.H. Middleton  
J.W. Hammond

(Corporate Seal)

Cooks Investment Co.

By O.A. Perry,

President.

Cooks Investment Co.

By M.T. Perry

Secretary.

State of Oregon

County of Multnomah

} ss.

On this 18th day of October 1913 before me appeared O.A. Perry and M.T. Perry to me personally known who being duly sworn did say that they are respectively the President and Secretary of Cooks Investment Company a corporation and that the seal affixed to the within instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said O.A. Perry and M.T. Perry acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal this the day and year first in this my certificate written.

(Notarial Seal)

J.W. Hammond

Notary Public for Oregon.

Filed for record by H.M. Marquis on October 20, 1913 at 2:45 P.M.

H. Swisher,

County Auditor.

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