

and forever defend the same against all persons; (2) will pay such note, principal and interest, according to the terms thereof; (3) 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; (4) will promptly pay and satisfy of record all liens or other encumbrances upon said property that may be or become superior to this mortgage; (5) will keep the buildings now on, or which may hereafter be put upon said property, in good repair and insured in favor of the mortgagee in the sum of \$None in such Company and under such form of policy as may be designated by said 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; (6) will not commit or suffer any waste of premises.

Performance of every covenant herein and apyment 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 the 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 mortgagors shall pay the mortgagee such sum as attorney's fees therein as the Court may adjudge reasonable, and such fees shall be included in the lien hereof, and a receiver may be appointed to collect the rents and profits of said premises during such foreclosure, the same to be applied in payment pro tanto of the amount due hereunder.

Each and all of the covenants and conditions herein 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 seals this Third day of October, 1913.

Witness:

L.A. Henderson

Alma J. Haynes (Seal)

Anna B. Haynes (Seal)

State of Oregon

County of Hood River } ss.

On this Third day of October, A.D. 1913, personally appeared before me, a Notary Public in and for said County and State, the within named Alma J. Haynes and his wife Anna B. Haynes 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 named.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial Seal)

L.A. Henderson

Commission expires Dec. 27, 1913.

Notary Public for the State of Oregon.

Filed for record by Hood River Banking & Trust Co. on Oct. 27, 1913, at 8:30 A.M.

H. Swisher,

Co. Auditor.