

this note or any part hereof, I promise to pay such further sum as the court may adjudge reasonable as attorney's fees in said suit or action.

Signed

Phillip Grimm

Elizabeth Grimm

And said mortgagors covenant to and with the mortgagee her heirs, executors, administrators and assigns, that they are lawfully seized in fee simple of said 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 may 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 they 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 mortgagors 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 mortgagors shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at her 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 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

Tillie A. Gravelle

James D. Ogden

Elizabeth Grimm (Seal)

Phillip Grimm (Seal)

State of Oregon, }  
County of Multnomah. } ss.

This certifies that on this 25th day of October, 1913, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named Phillip Grimm and Elizabeth Grimm, his wife, who are known to me 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.

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

James D. Ogden

(NOTARIAL SEAL)

Notary Public for Oregon.

Filed for record by James D. Ogden on October 30, 1913 at 10:30 A.M.

H. Swisher,

County Auditor.

165