

heirs, executors, administrators or assigns may elect to pay and discharge any or all of the same, and cause said repairs to be made, and all moneys so expended and paid, with interest thereon at the rate of 8 per cent. per annum from the date of such payment or expenditures until the same is wholly repaid shall be a lien on said premises above described, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured. Upon any default on the part of the parties of the first part in the payment of interest when due or in keeping and performing any of the above agreements, said party of the second part, his heirs, executors, administrators or assigns may elect to declare all sums secured hereby due and payable without notice, and may immediately cause this mortgage to be foreclosed in the manner provided by law, whether he or they shall elect to pay any of the sums above referred to or not.

Said parties of the first part hereby agree that in any suit or other proceeding commenced for the recovery of the debt or moneys hereby secured or for the foreclosure of this mortgage, said party of the second part, his heirs, executors, administrators or assigns, shall have the right to have taxed as costs and included in the judgment or decree rendered in such suit or proceeding a reasonable attorney's fee equal to ten per cent. of the total amount found due.

Said parties of the first part hereby agree that in any suit or other proceeding commenced for the recovery of the debt and moneys hereby secured, or for the foreclosure of this mortgage, the party of the second part, his heirs, executors, administrators or assigns, shall be entitled to have entered in any such suit or proceeding a judgment for any deficiency remaining due on account of the debt and moneys hereby secured after the foreclosure sale of the premises above described.

Said parties of the first part hereby agree that in case of the foreclosure of this mortgage the purchaser at any sale had thereunder shall be entitled to the immediate possession of the premises so sold, whether the same then be occupied as a homestead or not.

It is mutually agreed and understood that the debt and all sums hereby secured are payable in gold coin of the United States of America.

It is mutually understood and agreed that upon the full performance of the foregoing covenants and agreements at the time and in the manner specified, then this indenture shall be void and a discharge thereof given at the expense of the parties of the first part, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals this 11th day of May A.D. One Thousand Nine Hundred and Fourteen.

Signed, Sealed and Delivered in)
the Presence of)
C.H. Atwood)
M.B. Meacham)

F.O. McCarty (Seal)

Ethel O. McCarty (Seal)

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

I, M.B. Meacham a Notary Public in and for the said State, do hereby certify that on this 11th day of May, 1914, personally appeared before me F.O. McCarty and Ethel O. McCarty, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(Notarial Seal)

M.B. Meacham
Notary Public in and for the State of Oregon,
residing at Portland, in said County.

Filed for record by M.B. Meacham on May 12, 1914 at 8:30 A.M.

H. Swisher,

County Auditor.

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