

fees for foreclosure, as aforesaid, and all other costs and expenses which may be incurred under and in pursuance of the terms of this mortgage, and the residue, if any shall be paid to the mortgagor. If the proceeds of such sale shall not be sufficient to pay the costs and expenses of such foreclosure and sale, assessments and taxes, the moneys secured hereby, including attorney's fees for foreclosure, as aforesaid, and all of the costs and expenses which may be incurred under and in pursuance of the terms of this mortgage, then the mortgagor hereby covenants and agrees to pay such deficiency and a deficiency judgment for such amount may be entered up forthwith, without notice, and the decree of foreclosure shall provide that the balance due and costs, which may remain unsatisfied after such sale, shall be satisfied from any other property of the mortgagor and execution may be issued therefor and levy made thereunder upon such other property, or any part thereof, not exempt from execution. For every purpose of this indenture, the term "Mortgagor" includes and means, when only one person is named as party of the first part, not only such person, but also his heirs and assigns and, when more than one person is named as party of the first part, each and every of said persons jointly and severally, and the heirs and assigns for each; when the party of the first part as named consists of one or more corporations, then the term "Mortgagor" includes and means such corporation or corporations jointly and severally, and the successors and assigns of each. All covenants and agreements on behalf of the mortgagor shall extend to and be binding upon such heirs successors and assigns. The word "Mortgagee," wherever used, includes and means not only the party of the second part, but also its successors and assigns, and all promises and covenants herein, wherein the mortgagee is named as promise or covenantee, shall also extend to and be enforceable by such successors and assigns.

IN TESTIMONY WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of: Leonia Mabee. (Seal)

L.M. Zigler.

F.A. Mabee. (Seal)

John E. Cronan.

STATE OF OREGON, }
COUNTY OF MULTNOMAH, } ss.

THIS CERTIFIES, that on this 9th day of July A.D. 1915, before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn personally appeared Leonia Mabee and F.A. Mabee, husband and wife, to me known to be the same persons described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

F.I. Gollehur.

Notary Public in and for the State of Oregon, residing at Portland, Ore.
My commission expires April 22, 1917.

Filed for record by John E. Cronan, on July 10, 1915, at 2:10 P.M.

Chas. Nellor

County Auditor.