

That he will keep all the improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged;

That so long as this mortgage shall remain in force he will keep the buildings now erected or any which may hereafter be erected on said premises, insured against loss or damage by fire to the extent of \$_____ in some Company or Companies acceptable to said mortgagee and for the benefit of said mortgagee and will deliver the policies and renewals thereof to said mortgagee.

NOW, THEREFORE, if the said mortgagor shall pay said promissory note, and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgagee the option, to declare the whole amount due on said note, or unpaid thereon or on this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. And if the said mortgagor shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagee, shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the rate of ten per cent per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

In case suit or action is commenced to foreclose this mortgage, the Court may upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

In the event of suit or action being instituted to foreclose this mortgage, the mortgagor August W. Scherfe, and assigns shall pay such sum as the Court shall consider reasonable as attorneys' fees for the benefit of ^{the} plaintiff, in addition to the costs and disbursements provided by statute.

IN WITNESS WHEREOF, the said mortgagor has hereunto set his hand and seal the day and year first above written.

August W. Scherfe. (Seal)

Executed in the presence of

Agnes E. Peterson.
Walter G. Hayes.

STATE OF OREGON,)
County of Multnomah.) ss.

THIS IS TO CERTIFY, that on this 21st day of June, A.D. 1916, before me, the undersigned Notary Public in and for said county and State, personally appeared the within named August W. Scherfe, an unmarried man who is known to me to be the identical person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.
(Notarial Seal). My commission expires April 29th, 1917.

Walter G. Hayes.
Notary Public for Oregon.

Filed for record by John Ketzmer on June 24, 1916, at 10-30 A.M.

Chas. H. Nelson
County Auditor.