

(\\$6417.11) Dollars, in Gold Coin of the United States of the present standard value, with interest thereon from date until paid at the rate of eight per cent per annum payable quarterly, all according to the terms of a certain promissory note of even date herewith for sixty four hundred and seventeen and 11/100 (\\$6417.11) Dollars payable on or before the 27th day of April, 1918, given by the Badger Lumber Company, a corporation of Oregon, to the mortgagee, bearing interest payable at the rate <sup>and</sup> of times aforesaid the payment of which note this mortgage is collateral security.

This indenture is further conditioned on the faithful observance on the part of the mortgagors of the following covenants hereby expressly entered into by the mortgagors, said premises and now have a valid and unincumbered fee simple title thereto except mortgage to-wit: that they are lawfull seized of/\\$800.00 on one five acre tract and that they will forever warrant and defend the same against the claims and demands of all persons whomsoever.

That they will pay the said promissory note and all installments of interest thereon promptly as the same become due, according to the tenor of said note;

That so long as this mortgage shall remain in force they will pay all taxes, assessments and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanics liens or other incumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage;

That they will cultivate said farm in good husband like manner and especially will properly spray and cultivate the orchard trees thereon; and that they will keep 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, they 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 \\$1600.00 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 promissory note shall be paid and the mortgagors shall fully satisfy and comply with the covenants herein 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 and 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 mortgagors 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 the covenants herein.

In case either 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