

reasonable as attorney's fees in said suit or action.

Witness to cross mark of Domenico
Martelli and Maria Martelli.

Hazel Fitzwater.

U.S. Internal Revenue Stamps 6 ¢ cancelled.

his
Domenico X Martelli.
his mark.
Maria X Martelli.
mark.

NOW THEREFORE, if the said promissory note, principal interest and attorney's fees shall be paid when the same shall become due, according to the terms and conditions of said promissory note, and of this indenture, then this indenture shall be void, but in case default shall be made in the payment of the principal or interest, or attorney's fees, mentioned in said promissory note or any part thereof, or in case default shall be made in the payment of any sum that may become due and payable, as hereinafter provided, then the party of the second part his executors, administrators and assigns, are hereby empowered to sell the premises above described, with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from said sale to retain the said principal and attorney's fees, and such other sum or sums as may be due hereunder, together with the costs and charges of making such sale; and the over plus, if any, pay on demand to the parties of the first part their heirs and assigns. It is expressly understood and agreed that such premises are and shall be kept until this mortgage is fully paid and satisfied, free from all liens or incumbrances whatsoever, that shall or may have precedence of this mortgage; And in case the said parties of the first part their heirs or assigns, shall fail, neglect or refuse to pay all taxes, street assessments, mechanics' liens or claims of every name and nature, that are or may become a lien or liens, upon said premises, having precedence of the lien of this mortgage before the same shall become delinquent, then the said party of the second part his executors administrators and assigns may at their option pay, discharge, and satisfy any and all such taxes, street assessments or liens at maturity, and all sums of money thus expended shall at once become due and payable on demand from the said parties of the first part their heirs and assigns, to the said party of the second part his executors administrators and assigns, and that such payment, as well as the attorney's fees mentioned in said note, be and they are hereby secured by the lien of this mortgage. It is also expressly understood that if any sum made payable by the terms of said promissory note, or becoming due hereunder, shall remain unpaid for a period of ten days after the same shall have become due and payable, then the party of the second part his executors, administrators and assigns may foreclose this mortgage at any time thereafter. And the said Domenico Martelli and Maria Martelli, husband and wife, their heirs, executors and administrators, do covenant and agree to pay unto the said party of the second part, his executors, administrators or assigns, the said sum of money above mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first
his

above written.
EXECUTED IN THE PRESENCE OF
C.F. Harrington.
Hazel Fitzwater.

Domenico X Martelli. (SEAL)
mark.
her
Maria X Martelli (seal)
Mark.

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

BE IT REMEMBERED, That on this 18th day of August, A.D. 1915, before me, the undersigned, a Notary Public in and for said county and State, personally appeared the within named Domenico Martelli and Maria Martelli, husband and wife, who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, the day and year last above written. Hazel Fitzwater. Notary Public for Oregon. (NOTARIAL SEAL)
My notarial commission expires March 13, 1916.