

east Quarter of the Section Thirty-five (35) in Township two (2) North of Range Five (5) East of the Willamette Meridian, containing One Hundred and Twenty (120) Acres. Together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to have and to hold unto the party of the second part, his heirs and assigns forever.

But as a Mortgage to secure the payment of several sums of money specified in said note before mentioned, and the performance of the covenants and conditions herein contained.

And the parties of the first part covenant that said L. Stopper and Alwine Stopper husband and wife are the owners in fee simple of said estate. That it is free from incumbrances, and that they will pay all of said sums of money, the principal and interest specified in said note at the times therein designated, and all of the taxes and assessments which may be assessed or levied against the party of the second part, or assigns, on account of said note or mortgage, and all taxes and assessments which may be lawfully levied upon or against said land when the same becomes due and payable, and not later than ten days before the same becomes delinquent.

And that they will keep the buildings erected and to be erected upon the lands above described insured against loss by fire in the sum of Twelve Hundred Dollars, in a company or companies to be designated by the mortgagee, the policy ^{or} policies to be delivered and the loss, if any, made payable to such mortgagee; and

And it is expressly agreed and provided by and between the parties hereto, that if said mortgagor shall fail or neglect to insure said buildings, or shall fail or neglect to pay said taxes and assessments as above provided, the mortgagee, may effect such insurance and pay such taxes and the premiums paid for such insurance and the taxes to be paid the parties of the first part agree to ^{re} pay, and the said sums of money shall at once become due and bear interest at the rate of six-percent per annum until repaid. And the same shall be paid at the same time and with the first installment of interest which shall be a part secured by this mortgage and a lien on said land.

Now the payment of the said principal, interest, taxes and insurance premiums, as above provided, will render this conveyance void.

But it is expressly provided, that time and the exact performance of all the conditions hereof is of the essence of this contract, and in case default be made in the payment of any ~~sums~~ of said sums of money when due and payable, as above provided, either of the principal or any installment of interest, or any portion thereof or of any of the said taxes, or in the performance of any of the covenants or conditions herein provided on the part of the mortgagor, then the whole of the principal sum and the interest accrued at the time default is made, and all taxes which the holder of said note shall at the option of such holder become due and payable and this may be foreclosed at any time thereafter.

And it is also expressly agreed between said parties that if any suit is instituted to effect such foreclosure, by reason of any such default, the party to such suit holding this mortgage may recover therein as attorney's fees such as the Court may adjudge reasonable, in addition to costs and disbursements allowed by the code procedure, and said attorney's fees and costs shall be secured by this mortgage.

IN TESTIMONY WHEREOF, the parties of the first part have hereunto set their hands and affixed their seals.

Executed In the Presence of.
John R. Downes

Oscar J. Stopper.

Louis Stopper Seal.

Alwine Stopper. Seal.