

said project. The mortgagors further agree to commence diverting said water on the above described land within 6 months from date hereof. The mortgagors further covenant that fifteen acres of the above mortgaged premises is under plow.

And it is expressly agreed and provided by and between the parties hereto, that if said mortgagor shall fail or neglect to pay said taxes or assessments as above provided, the mortgagee may pay such taxes and the taxes so paid, the parties of the first part agree to repay, and the said sums of money shall at once become due and bear interest at the rate of ten per cent. per annum until repaid. And the same shall be paid at the same time and with the first installment of interest which shall become due thereafter, and shall be a part of the debt secured by this mortgage and a lien on said land.

Now the payment of the said principal, interest, taxes and the fulfillment of all covenants, 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 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 mortgagors, 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 have paid or become liable to pay, shall at the option of such holder become due and payable and this mortgage 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 sum as the Court may adjudge reasonable, in addition to costs and disbursements allowed by the code of civil procedure, and said attorney's fees and costs shall be secured by this mortgage. And it is also expressly agreed that in case suit is instituted to foreclose this mortgage, a deficiency judgment may be recovered, against mortgagors.

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

Signed, sealed and delivered in presence of us
as witnesses:
H. F. Latourette

S. C. Lapham. (SEAL)
Mary Lapham (SEAL)

Gerda Anderson.

STATE OF OREGON,)
COUNTY OF MULTNOMAN,) SS.

BE IT REMEMBERED, That on this 14th day of September, A.D. 1915, before me, the undersigned, a notary Public in and for said County and State, personally appeared the within named S. C. Lapham and Mary Lapham, husband and wife, who are known to me to be the identical individual 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 notarial seal, the day and year last above written.

(NOTARIAL SEAL)

H. F. Latourette.
Notary Public for Oregon.

My Commission expires May 26, 1919.

Filed for record by Mrs. E. Swisher on Sept. 29, 1915, at 9 A.M.

Chas. Nellor

County Auditor.