

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 LAYFULLY 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 IT IS EXPRESSLY AGREED AND PROVIDED BY AND BETWEEN THE PARTIES HERETO, THAT IF SAID MORTGAGOR SHALL FAIL OR NEGLECT TO PAY SAID TAXES AND ASSESSMENTS AS ABOVE PROVIDED, THE MORTGAGEE MAY PAY SUCH TAXES AND THE TAXES SO PAID, THE PARTY OF THE FIRST PART AGREES TO REPAY, AND THE SAID SUMS OF MONEY SHALL AT ONCE BECOME DUE. AND THE SAME SHALL BE PAID AT THE SAME TIME 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, AND TAXES 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 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 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.

IN TESTIMONY WHEREOF, THE PARTY OF THE FIRST PART HAS HEREUNTO SET HIS HAND AND AFFIXED HIS SEAL.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF US AS WITNESSES:

GEO. H. CURREY
C. L. ROBERTSON

JAMES A. HARAN (SEAL)

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

BE IT REMEMBERED, THAT ON THIS 30TH DAY OF SEPTEMBER A.D. 1923, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE WITHIN NAMED JAMES A. HARAN WHO IS KNOWN TO ME TO BE THE IDENTICAL INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE 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)

GEO. H. CURREY
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES AUG. 5, 1924

FILED FOR RECORD MARCH 21, 1924, AT 8-30 A.M. BY JOHN F. CAHALIN

Wall A. Mitchell
COUNTY AUDITOR
By *Eddy P. Mitchell* DEPUTY