

UNTIL PAID, FOR VALUE RECEIVED. INTEREST TO BE PAID AT MATURITY AND IF NOT SO PAID, THE WHOLE SUM OF BOTH PRINCIPAL AND INTEREST TO BECOME IMMEDIATELY DUE AND COLLECTIBLE, AT THE OPTION OF THE HOLDER OF THIS NOTE. AND IN CASE SUIT OR ACTION IS INSTITUTED TO COLLECT THIS NOTE, OR ANY PORTION THEREOF, WE PROMISE AND AGREE TO PAY, IN ADDITION TO THE COSTS AND DISBURSEMENTS PROVIDED BY STATUTE, SUCH ADDITIONAL SUM, IN LIKE GOLD COIN, AS THE COURT MAY ADJUDGE REASONABLE, FOR ATTORNEY'S FEES TO BE ALLOWED IN SAID SUIT OR ACTION.

No

FRED J. BERGER

MARTHA M. BERGER

\$750.00

C O P Y

PORTLAND, ORE., 12/22 1925

APRIL 22ND AFTER DATE, WITHOUR' GRACE, I, WE, OR EITHER PROMISE TO PAY TO THE ORDER OF CARL SCHIEWE, AT PORTLAND, OREGON SEVEN HUNDRED FIFTY AND No/100 DOLLARS, IN GOLD COIN OF THE UNITED STATES OF AMERICA, OF THE PRESENT STANDARD VALUE, WITH INTEREST THEREON IN LIKE GOLD COIN AT THE RATE OF 8 PER CENT. PER ANNUM FROM DATE UNTIL PAID, FOR VALUE RECEIVED. INTEREST TO BE PAID MATURITY AND IF NOT SO PAID, THE WHOLE SUM OF BOTH PRINCIPAL AND INTEREST TO BECOME IMMEDIATELY DUE AND COLLECTIBLE, AT THE OPTION OF THE HOLDER OF THIS NOTE. AND IN CASE SUIT OR ACTION IS INSTITUTED TO COLLECT THIS NOTE, OR ANY PORTION THEREOF, WE PROMISE AND AGREE TO PAY, IN ADDITION TO THE COSTS AND DISBURSEMENTS PROVIDED BY STATUTE, SUCH ADDITIONAL SUM, IN LIKE GOLD COIN, AS THE COURT MAY ADJUDGE REASONABLE, FOR ATTORNEY'S FEES TO BE ALLOWED IN SAID SUIT OR ACTION.

No

FRED J. BERGER

MARTHA M. BERGER

AND WHEREAS, THE SAID MORTGAGORS, FOR THEMSELVES AND FOR THEIR HEIRS AND ASSIGNS, HAVE COVENANTED AND AGREED, AND DO HEREBY COVENANT AND AGREE TO AND WITH THE SAID MORTGAGEE, HIS SUCCESSORS, LEGAL REPRESENTATIVES, HEIRS OR ASSIGNS, AS FOLLOWS:

THAT THEY HAVE A VALID AND UNINCUMBERED TITLE IN FEE SIMPLE TO SAID PREMISES; THAT THEY HAVE THE RIGHT TO CONVEY THE SAME; THAT THEY WILL NOT SUFFER OR PERMIT SAID PREMISES TO BECOME SUBJECT TO ANY LIEN OR INCUMBRANCE THAT SHALL HAVE PRECEDENCE OF THIS MORTGAGE; THAT THEY WILL RENDER SUCH FURTHER ASSURANCE OF SAID TITLE AS MAY BE REQUESTED BY SAID MORTGAGEE; AND THAT THEY WILL WARRANT AND DEFEND SAID TITLE UNTO SAID MORTGAGEE AND UNTO HIS SUCCESSORS, LEGAL REPRESENTATIVES, HEIRS OR ASSIGNS, AGAINST THE LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS WHOMSOEVER;

THAT THEY WILL PAY ALL OF SAID SUMS OF MONEY SPECIFIED IN SAID NOTES, PROMPTLY AS THEY BECOME DUE;

THAT THEY WILL PAY ALL TAXES AND ASSESSMENTS THAT MAY BE LEVIED OR ASSESSED ON SAID PREMISES FOR THE YEAR 1925 AND THEREAFTER AND ALL TAXES THAT MAY BE LEVIED OR ASSESSED TO THE HOLDER OF SAID NOTES ON ACCOUNT THEREOF, AT LEAST TEN DAYS BEFORE THEY BECOME DELINQUENT;

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 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

NOW, THEREFORE, IF THE SAID MORTGAGORS SHALL PAY ALL AND EVERY SUM OF MONEY SPECIFIED IN SAID NOTES, AND SHALL IN ALL OTHER RESPECTS FULLY CARRY OUT AND COMPLY WITH THE COVENANTS HEREINBEFORE SET FORTH AND ENUMERATED, THIS CONVEYANCE SHALL BE