

VOID. BUT IF SAID MORTGAGORS SHALL FAIL TO PAY ANY OF SAID SUMS OF MONEY AS SPECIFIED, OR IN ANY OTHER RESPECT SHALL FAIL TO COMPLY WITH ANY OF THE COVENANTS HEREINBEFORE SET FORTH, THEN, AS OFTEN AS SUCH FAILURE OF PAYMENT OR BREACH OF COVENANT SHALL OCCUR, THE SAID MORTGAGEE, OR HIS SUCCESSORS, LEGAL REPRESENTATIVES, HEIRS OR ASSIGNS, MAY AT ANY TIME THEREAFTER DECLARE THE WHOLE OF THE PRINCIPAL SUM, OR SO MUCH THEREOF AS AT THE TIME OF SUCH DECLARATION MAY REMAIN UNPAID, WITH ALL UNPAID INTEREST ACCRUED THEREON, TOGETHER WITH ALL SUMS WITH INTEREST ACCRUED THEREUPON PAID BY SAID MORTGAGEE UNDER ANY AGREEMENT CONTAINED IN THIS MORTGAGE, TO BE AT ONCE DUE AND PAYABLE, AND THE SAID MORTGAGEE, HIS SUCCESSORS, LEGAL REPRESENTATIVES, HEIRS OR ASSIGNS, MAY, AT ANY TIME AFTER SUCH FAILURE OF PAYMENT OR BREACH OF COVENANT AS AFORESAID, PROCEED TO FORECLOSE THIS MORTGAGE TO COMPEL PAYMENT TO BE MADE OF THE FULL AMOUNT DUE AND PAYABLE.

IT IS FURTHER EXPRESSLY AGREED: THAT SHOULD THE SAID MORTGAGORS FAIL TO MAKE PAYMENT OF ANY TAXES, INSURANCE PREMIUMS, OR OTHER CHARGES PAYABLE BY THEM AS HEREINBEFORE AGREED, OR SUFFER SAID PREMISES TO BECOME SUBJECT TO ANY LIEN OR INCUMBRANCE HAVING PRECEDENCE TO THIS MORTGAGE, AS HEREINBEFORE PROVIDED AGAINST, THE SAID MORTGAGEE MAY, AT HIS OPTION, MAKE PAYMENT THEREOF, AND THE AMOUNTS SO PAID, WITH INTEREST THEREON AT EIGHT PER CENTUM PER ANNUM, SHALL BE ADDED TO AND BECOME A PART OF THE DEBT SECURED BY THIS MORTGAGE, WITHOUT WAIVER, HOWEVER, OF ANY RIGHTS OF SAID MORTGAGEE ARISING FROM BREACH OF ANY OF SAID COVENANTS;

THAT IN CASE OF BRINGING SUIT TO FORECLOSE THIS MORTGAGE, THE COURT MAY, ON THE MOTION OF THE MORTGAGEE, OR HIS SUCCESSORS, LEGAL REPRESENTATIVES, HEIRS OR ASSIGNS, APPOINT A RECEIVER TO TAKE CHARGE OF SAID PREMISES AND TO COLLECT THE RENTS AND PROFITS ARISING THEREFROM DURING THE PENDENCY OF SUCH SUIT AND UNTIL THE RIGHT OF REDEMPTION EXPIRES, AND SUCH RENTS AND PROFITS SHALL BE APPLIED IN PAYMENT PRO RATA OF THE AMOUNT DUE UNDER THIS MORTGAGE;

AND THAT IN THE EVENT SUIT IS INSTITUTED TO EFFECT SUCH FORECLOSURE, THE SAID MORTGAGEE, HIS SUCCESSORS, LEGAL REPRESENTATIVES, HEIRS OR ASSIGNS, MAY RECOVER THEREIN AS ATTORNEY'S FEES SUCH SUM AS THE COURT MAY ADJUDGE REASONABLE IN ADDITION TO THE COSTS AND DISBURSEMENTS ALLOWED BY THE CODE OF CIVIL PROCEDURE.

IN TESTIMONY WHEREOF, THE SAID MORTGAGORS HAVE HEREUNTO SET THEIR HANDS AND AFFIXED THEIR SEALS.

EXECUTED IN THE PRESENCE OF

HENRY KRIESS JR.

ANNIE M. BOHRER

FRED J. BERGER (SEAL)

MARTHA M. BERGER (SEAL)

STATE OF OREGON,

COUNTY OF MULTNOMAH.

(
: ss.
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BE IT REMEMBERED, THAT ON THIS 29TH DAY OF DECEMBER A.D. 1925 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE WITHIN NAMED FRED J. BERGER AND MARTHA M. BERGER, HUSBAND AND WIFE WHO WERE KNOWN TO ME TO BE THE IDENTICAL INDIVIDUALS 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.