

TAKE CHARGE OF THE MORTGAGED PREMISES AT ONCE AND TO HOLD POSSESSION OF THE SAME, BOTH BEFORE AND AFTER THE ENTERING OF THE DECREE OF FORECLOSURE THEREIN, AND UNTIL THE TITLE TO SAID PROPERTY IS VESTED IN THE PURCHASER THEREOF, UNDER AND PURSUANT TO SUCH DECREE OF FORECLOSURE, IN FEE SIMPLE ABSOLUTE, AND THE TIME FOR REDEMPTION THEREFROM HAS FULLY EXPIRED; AND ALL RENTS AND PROFITS DERIVED FROM SUCH PREMISES, INCLUDING CROPS GROWN OR HARVESTED THEREON DURING THE PERIOD OF THE FORECLOSURE PROCEEDING, SHALL BE APPLIED, AFTER PAYMENTS OF THE COSTS AND EXPENSES OF SUCH RECEIVERSHIP, INCLUDING THE COSTS AND EXPENSES OF CARING FOR AND PROTECTING SAID PROPERTY AND COLLECTING OF SUCH RENTS AND PROFITS, FIRST: TOWARDS THE PAYMENT OF ALL TAXES OR ASSESSMENTS IMPOSED UPON SAID PREMISES; AND, SECOND, TOWARD THE DEBT SECURED HEREBY.

SEVENTH. THAT IN CASE SUIT OR ACTION IS COMMENCED FOR THE FORECLOSURE OF THIS MORTGAGE, THE MORTGAGORS SHALL PAY, AND THIS MORTGAGE SHALL SECURE PAYMENT OF, A REASONABLE FEE FOR AN ABSTRACT OF TITLE TO THE MORTGAGED PREMISES WHICH SHALL BE TAXED BY THE COURT AS PART OF THE COSTS OF SUCH FORECLOSURE SUIT.

EIGHTH. THAT, IN CASE A SUIT IS INSTITUTED TO FORECLOSE THIS MORTGAGE, THE MORTGAGEE, ITS SUCCESSORS OR ASSIGNS, MAY RECOVER IN SAID SUIT, AND THIS MORTGAGE SHALL SECURE PAYMENT OF, SUCH SUM AS THE COURT MAY ADJUDGE REASONABLE AS ATTORNEY'S FEES IN ADDITION TO THE COSTS AND DISBURSEMENTS ALLOWED BY THE STATUTES OF THE STATE IN WHICH THE MORTGAGED LANDS ARE SITUATE.

THIS CONVEYANCE IS ON THE CONDITION THAT IF THE MORTGAGORS SHALL PAY THE MORTGAGE DEBT, WITH INTEREST THEREON, AS EVIDENCED BY THE PRINCIPAL NOTE AND INTEREST COUPON NOTES ABOVE DESCRIBED, AS THE SAME SHALL MATURE AND SHALL PAY ALL OF THE SUMS WHICH THE MORTGAGORS BY THIS INSTRUMENT AGREES TO PAY AND SHALL IN ALL THINGS FULLY CARRY OUT AND COMPLY WITH THE COVENANTS HEREIN CONTAINED, THIS CONVEYANCE SHALL BE VOID; BUT, IF THE MORTGAGORS SHALL FAIL TO PAY THE PRINCIPAL DEBT, OR THE INTEREST THEREON, AS EVIDENCED BY THE PRINCIPAL NOTE AND THE INTEREST COUPON NOTES ABOVE MENTIONED, OR ANY PART THEREOF, WHEN THE SAME SHALL MATURE, OR SHALL FAIL TO PAY ANY SUM OF MONEY WHICH, BY THIS INSTRUMENT, THEY COVENANT TO PAY OR SHALL IN ANY OTHER RESPECT FAIL TO COMPLY WITH ANY OF THE COVENANTS IN THIS INSTRUMENT CONTAINED, THEN AND SO OFTEN AS THE MORTGAGORS SHALL MAKE FAILURE IN SUCH PAYMENTS OR ANY THEREOF, OR ANY BREACH OF ANY COVENANT, THE MORTGAGEE, OR ITS SUCCESSORS OR ASSIGNS, MAY AT ITS OPTION WHILE SUCH DEFAULT CONTINUES, DECLARE THE WHOLE OF THE PRINCIPAL DEBT AT SAID TIME UNPAID, TOGETHER WITH ALL UNPAID INTEREST ACCRUED THEREON, TOGETHER WITH ALL SUMS PAID BY THE MORTGAGEE IN PURSUANCE OF ANY PROVISIONS OF THIS INSTRUMENT, TOGETHER WITH INTEREST ACCRUED THEREON, TO BE AT ONCE DUE AND PAYABLE AND THE MORTGAGEE, ITS SUCCESSORS OR ASSIGNS, MAY AT ANY TIME, WHILE SUCH DEFAULT CONTINUES PROCEED TO FORECLOSE THIS MORTGAGE IN THE MANNER PROVIDED BY THE LAWS OF THE STATE IN WHICH THE MORTGAGED LANDS ARE SITUATE.

IN TESTIMONY WHEREOF, THE MORTGAGORS HAVE HEREUNTO SET THEIR HANDS AND SEAL THIS FIRST DAY OF JUNE 1926.

EXECUTED IN THE PRESENCE OF:

LOLA BANNON  
FRANCES HUFF

PAUL J. VIAL (SEAL)

FLORENCE H. VIAL (SEAL)

STATE OF OREGON, ( )  
COUNTY OF MULTNOMAH ) ss.

BE IT REMEMBERED, THAT ON THIS NINTH DAY OF JUNE A.D. 1926, BEFORE ME,