

that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on or which may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire in the sum of \$500.00 in such company or companies as the said mortgagee may designate, and will have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said premises to the said mortgagee as soon as insured; that he will keep the buildings and improvements on said premises in good repair and will not commit <sup>or</sup> any waste of said premises.

Now therefore if said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if proceeding of any kind be taken to foreclose any lien on said premises or any part thereof the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at his option do so and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to pay any sums so paid by the mortgagee. And if suit be commenced to foreclose this mortgage, the attorneys fees provided for in said note shall be included in the lien of this mortgage.

In case suit or action is commenced to foreclose this mortgage, the Court may upon motion of the mortgagee appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust. Each and all of the covenants herein contained shall apply to and bind the heirs, executor, administrators and assigns of said mortgagor and of said mortgagees respectively.

IN WITNESS WHEREOF said mortgagor has hereunto set his hand and seal the day and year first above written.

George A. Rahoutis (seal)

Executed in the presence of  
S.R. Diefendorf  
J.W. Byrd.

State of Oregon     ))  
County of Multnomah     As

BE IT REMEMBERED that on this 25th day of April, A.D. 1928 before me, the undersigned a notary public in and for said county and State personally appeared the within named George A. Rahoutis, a single man 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)

S.R. Diefendorf

Notary public for the State of Oregon  
my commission expires Oct. 13th. 1928

Filed for record May the 5th, 1928 by R.C. Sly, at 11:40 A.M.

H.C. Oliver  
Auditor.