

at the rate of 7 1/2 per cent per annum, until paid, principal and interest payable in U. S. Gold Coin, at THE FIRST NATIONAL BANK, HOOD RIVER, OREGON.

And if default shall be made in the payment of principal or interest as above provided, then the above sum of both principal and interest shall 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, I promise to pay such additional sum of money as the Court may adjudge reasonable as attorney's fees in said suit or action.

EARL J. CUMMINS,

LULU CUMMINS

And the said mortgagors for themselves, their heirs, executors and administrators, do covenant to and with the said mortgagee, its successors and assigns as follows:

(1) That they are the owners in fee simple of the premises herein mortgaged, and that the same are free from all encumbrances, except said mortgage given to and held by the Federal Land Bank, of Spokane, Washington.

(2) That they will promptly pay when due and before the same become delinquent all taxes and assessments levied or assessed against said mortgaged premises during the term of this mortgage;

(3) That they will promptly pay when due all interest and principal payments when the same become due on said Federal Land Bank mortgage hereinbefore referred to;

(4) That they will cultivate, spray, prune and generally care for in a good and husband-like manner, the orchards growing on said mortgaged premises, and will harvest and properly prepare for market all fruit grown or to grow on said mortgaged premises during the term of this mortgage;

(5) That they will permit the mortgage, or its authorized representative to enter upon said premises at all reasonable times for inspection of the premises and crops growing thereon;

NOW, if the mortgagors shall well and truly pay all sums of money mentioned herein, and shall well and truly keep and perform each and every covenant and agreement herein contained to be kept and performed by the, then this conveyance shall be void; but in case default shall be made in the payment of the principal or interest, as herein provided, or in case the said mortgagors shall fail, neglect or refuse to keep and perform each and every covenant and agreement herein contained to be kept and performed by them, then the said mortgagee, its successors, legal representatives or assigns, may foreclose this mortgage in the manner provided by law and sell the said mortgaged premises, out of the proceeds retaining all sums due the mortgagee, together with the costs and charges of making said sale, including a reasonable sum as attorney's fees, to be fixed by the Court, and the overplus, if any there be, pay over to the said mortgagors, their heirs or assigns. And the said mortgagors expressly agree to pay said sums of money herein mentioned.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands and seals this the day and year herein first above written.

EARL J. CUMMINS (SEAL)

LULU E. CUMMINS (SEAL)

STATE OF OREGON )  
Hood River County ) ss.

On this 5 day of Aug. 1929, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Earl J. Cummins and Lulu Cummins, husband and wife, who are known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.