

Now, therefore, if said promissory note, principal and interest shall be paid when the same shall become due according to the terms and conditions of said promissory note and of this indenture, then this indenture shall be void, but in case default shall be made in the payment of the principal or interest, or attorney fees mentioned in said promissory note or any part thereof, or in case default shall be made in the payment of any sum that may become due and payable as hereinafter provided, then the party of the second part, her executors, administrators, and assigns are hereby empowered to sell the premises above described with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and use of the money arising from said sale to retain the said principal, interest, and attorney fees, and such other sum or sums as may be due hereunder, together with the costs and charges of making such sale and the overplus, if any, paid on demand to the parties of the first part, their heirs, or assigns.

The parties of the first part agree to keep the property insured in the sum of Three Hundred (\$300.00) Dollars, with loss, if any, payable to the parties of the first part and to the party of the second part as their interests may appear.

It is expressly understood and agreed that such premises are and shall be kept until this mortgage is fully paid and satisfied free from all liens and encumbrances whatsoever that shall or may have precedence of this mortgage, and in case said parties of the first part, their heirs or assigns, shall fail, neglect or refuse to pay all taxes, street assessments, mechanics liens or claims of every name and nature that are or may become liens or liens upon said premises having precedence over the lien of this mortgage, before the same shall become delinquent, then the said party of the second part, her executors, administrators, and assigns may at their option pay, discharge, and satisfy any and all such taxes, street assessments, or liens at maturity, and all sums of money thus expended shall at once become due and payable on demand from said parties of the first part, their heirs and assigns, to the said party of the second part, her executors, administrators, and assigns, and that such payment, as well as the attorney fees mentioned in said note, be and they are hereby secured by the lien of this mortgage.

It is further expressly understood that if any sum made payable by the terms of said promissory note or becoming due hereunder shall remain unpaid for a period of thirty days after the same shall have become due and payable, then the party of the second part, her executors, administrators, and assigns may foreclose this mortgage at any time thereafter.

And the said Fred R. Kubli and Rose Kubli, their heirs, executors, and administrators, do covenant and agree to pay unto the said party of the second part, her executors, administrators, or assigns, the said sum of money as above mentioned.

In Witness Whereof, we have hereunto set our hands and seals the day and year first above written.

Signed, sealed, and delivered
in the presence of us as witnesses:
H. A. Pittenger

Fred R. Kubli (seal)
Rose Kubli (seal)

STATE OF OREGON)
(ss
COUNTY OF MULLENOMAH)

Be it remembered, that on this 7th day of April A. D., 1942, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Fred R. Kubli and Rose Kubli, who are known to me to be the identical persons 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 notarial seal the day and year last above written.