

485.

To Have and To Hold the said premises with the appurtenances unto the said mortgagee, her heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of a promissory note, of which the following is a substantial copy:

\$1200.00

April 23, 1942.

Three years after date, without grace we promise to pay to the order of Eva M. Gullette, at Portland, Oregon, Twelve Hundred and no/100 Dollars, in lawful money of the United States of America, of the present standard value, with interest thereon, in like lawful money, at the rate of 5½ per cent per annum from date until paid, for value received; interest to be paid quarter-annually, and if not so paid, the whole sum of both principal and interest to 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, we promise and agree to pay in addition to the costs and disbursements provided by statute, such additional sum, in like lawful money, as the court may adjudge reasonable as attorney's fees to be allowed in said suit or action.

Privilege granted to make payments of \$100.00 or multiples on principal after one year on any interest paying date by giving 30 days written notice.

Due _____, 19____
No. _____

(s) L. L. Thomas
(s) Hallie R. Thomas.

And said mortgagors covenant to and with the mortgagee, her heirs, executors, administrators and assigns, that they are lawfully seized in fee simple of said premises and have a valid, unencumbered title thereto and will warrant and forever defend the same against all persons; that they will pay said note, principal and interest; according to the terms thereof; that while any part of said note remains unpaid they will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property; or this mortgage or the note above described, when due and payable and before the same may become delinquent; that they will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that they will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.

Now, therefore, if said mortgagors 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 mortgagors shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at her 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 mortgagors neglects to repay any sums so paid by the mortgagee. And if suit be commenced to foreclose this mortgage, the attorney's fees provided for in said note shall be included in the lien of this mortgage.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagors and of said mortgagee respectively.

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