

This conveyance is intended as a mortgage, however, and is given to secure the payment by the mortgagors to the mortgagees of the sum of twenty eight hundred eighty nine & 32/100 Dollars in lawful money of the United States of America of the present standard value, due one year from date with interest from date until paid at the rate of six per cent per annum, payable semi annually; all according to the terms of a certain promissory note of even date herewith given by the mortgagors to the mortgagees, bearing interest payable at the rates and terms aforesaid, as follows:

\$2889.32

September 28, 1944.

One year after date, without grace, for value received, we promise to pay to the order of E. A. Oman & Sons of Banks, Oregon, two thousand eight hundred eighty nine and thirty two one hundredths dollars, with interest thereon payable from date at the rate of six (6) per cent. per annum from date, 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. If the interest is not paid when due it shall be compounded with the principal and bear like interest therewith, principal and interest payable in U. S. Gold Coin, and in case suit is instituted to collect this note or any portion thereof we promise to pay such additional sum as the court may adjudge reasonable as attorney's fee, to be taxed as a part of the costs of such suit, for the use of plaintiff's attorney. It is specially agreed and consented to that in case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder hereof.

This indenture is further conditioned upon the faithful observance by the mortgagors of the following covenants hereby expressly entered into by the mortgagors, to-wit:

That I am lawfully seized of said premises, and now have a valid and unincumbered fee simple title thereto, and that I will forever warrant and defend the same against the claims and demands of all persons whomsoever;

That I will forthwith pay any liens or incumbrances now existing upon said premises superior to this mortgage;

That I will pay the said promissory note and all installments of interest thereon promptly as the same become due, according to the tenor of said note;

That so long as this mortgage shall remain in force I will pay all taxes, assessments and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanic's liens or other liens or encumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage, and will deliver all receipts therefor to the mortgagees;

That I will keep all the improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged;

That I will insure and keep insured the buildings now or hereafter on the said premises against damage or loss by fire for at least two thousand Dollars, in such company or companies as the mortgagees shall require, for the benefit of the mortgagees, as _____ interest may appear, and that such insurance, together with all other insurance on said premises, and the policies evidencing the same shall be delivered and made payable to and retained by the mortgagees, and at any time said mortgagees may, at the expense of the mortgagors, cancel and surrender any or all of said policies and substitute therefor policies for like amount in such company or companies as it may select, and in case of foreclosure, the mortgagors will keep said insurance in force, for the benefit of the purchaser at foreclosure sale, until the period of redemption expires.

Now, Therefore, if the said mortgagors shall pay said promissory note, and shall fully satisfy and comply with the covenants herebefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note in accordance with the terms thereof and the performance