221

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 hereinbefore 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 of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgagees the option to declare the whole amount unpaid on said note or secured by this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. If the said mortgagors shall fail to pay any taxes or other charges or any lien or insurance premium as herein provided to be done, the mortgagees shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the rate of ten per cent per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

That in case suit or action is commenced for foreclosure of this mortgage, the mortgagors shall pay a reasonable sum to be determined by the Court, for an abstract of title of the mortgaged premises, or a continuation of any such abstract as may have been heretofore furnished by the mortgagors;

And in the event of such suit or action being instituted, the mortgagors their heirs and assigns shall also pay such sum as the Court shall consider reasonable as attorney's fees for the benefit of the plaintiff, in addition to the costs and disbursements provided by statute.

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

Executed in the presence of

F. L. Tershin (Seal)

Gertrude G. Tershin (Seal)

STATE OF OREGON

County of Multnomah

THIS IS TO CERTIFY that on this 3rd day of September A. D. 1947 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above named F. L. Tershin and Gertrude G. Tershin, husband and wife who are known to me to be the identical persons described in and who executed the foregoing instrument, and acknowledged to me that they executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial seal affixed)

Suzanne W. Gartner
Notary Public for
My commission expires Feb. 12, 1950.

Filed for record September 16, 1947 at 4:00 p.m. by R. C. Sly.

ss.

skamania County Auditor.