

And it is hereby further expressly agreed and provided, as an essential part of this Mortgage, as and for the purpose of holding the party of the second part, his ~~lawful~~ legal representatives and assigns, harmless and securing him, or them against being put to any cost, or expense by reason of having to foreclose this Mortgage because of default, by the parties of the first part, in doing, or causing to be done in all manner as required by agreed, anything hereby agreed or required to be done that in case of foreclosure proceedings shall become necessary, that there shall be taxes as part of the cost of such foreclosure proceedings at the commencement of suit to foreclose as and for the benefit of the Attorney or Attorneys, acting as attorney, or attorneys for the Plaintiff in such foreclosure suit or proceedings as Attorneys fee of 20 percent on the whole amount due on said notes, and this Mortgage

Witness our hands and seals the day and year first above written

J. E. Durgan, *Seal*  
 Frances E. Durgan *Seal*

Special Agent and  
 delivered in presence of  
 W. L. Lane  
 Chas B. Cardwell.

*Concedit*

State of Oregon,  
 County of Multnomah } *do*

Be it remembered that on the Fifth day of April A D 1882 before me the undersigned, a Commissioner of Deeds, for the Territory of Washington, and residing within said County, personally appeared the