

of such foreclosure he shall be entitled to recover such sum as the Court may adjudge reasonable as attorney's fees in said suit or actions, in addition to Costs and disbursements allowed by the Code of Civil Procedure, and the Court making the decree of foreclosure is authorized to include in such decree the sum aforesaid upon demand of Plaintiff in such foreclosure suit.

In Witness Whereof, The said party of the first part have hereunto set their hands and seals.

Signed sealed and delivered in presence of

John H. Elwell }  
John M. Gress. }

(Signed) Phillip Clear  
(Signed) Margareta Clear

Territory of Washington

County of Clark D. C. On this 29<sup>th</sup> day of July A. D. 1889 before me a Notary Public for Washington Territory personally appeared Phillip Clear and Margareta Clear his wife who are personally known to me to be the same persons whose names are affixed to the within Mortgage Deed a parties thereto and who acknowledged to me that they signed and sealed the said Mortgage Deed as their free and voluntary act and deed, for the uses and purposes therein mentioned.

And I certify that I examined the said Margareta Clear wife of the said Phillip Clear separate and apart from her husband, and that I am a stranger to her the

contents of the said Mortgage Deed, and fully apprised her of her rights of homestead under the laws of Washington Territory and of the effect of signing the said Mortgage Deed, and she did therupon while she was so separate

and apart from her husband, freely and voluntarily sign and seal the said Mortgage Deed, and she did therupon acknowledge to me that she did sign, seal and acknowledge the same as her own free and voluntary act and deed, for the uses and purposes therein mentioned, and without the fear of or concern from her husband.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day of year last above written. John H. Elwell  
Notary Pub for Wash. Ter.