

made, in the payment of the principal or interest of said promissory note, or any part thereof, according to the terms and conditions thereof, then the said party of the second part, his executors, administrators and assigns, are hereby empowered to foreclose this mortgage and sell the said premises, with all and every of the appurtenances, or any part thereof in the manner provided by law and out of the money arising from such sale, to retain the whole of such principal and interest, whether the same shall be then due or not, together with the costs and charges of making such sale, and the over plus, if any there be, shall be paid by the party of making such sale, on demand to the said party of the first part, its assigns and successors in interest. And in any suit or other proceedings that may be had for the recovery of said principal sum and interest on either said note or this mortgage, it shall and may be lawful for the said party of the second part, his heirs, executors, administrators or assigns, to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit, the sum of one thousand (\$1000) Dollars in gold coin (or in case of settlement or payment being made after suit has been commenced, and before final decree has been entered thereon, an attorney's fee of five hundred (\$500) Dollars in gold coin shall be taxed as a part of the costs of such suit) as well as all payments that the said party of the second part his heirs, executors, administrators and assigns may be obliged to make for his or their security by insurance or on account of any taxes, charges, encumbrances or assessments whatever on the said premises, or any part thereof.

In Witness Whereof the said party of first part has caused these presents to be subscribed by its president, and its corporate seal to be hereunto affixed and attested by its secretary the day and year first above written.

Executed in presence of Witnesses:

R. E. Moody

E. O. Ash

(Seal of
M. S. H. Co.)

Mineral Springs Hotel Co.

by E. L. Shepherd, President

Attest: F. L. Shepherd, Sec.

State of Washington

County of Stanislaus

On this 9th day of September A. D. 1907, before me personally appeared, E. L. Shepherd to me known to be the President of the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

Notarially

(Seal)

L. G. Smith, Notary Public for the State of Washington residing at Carson, Washington

Filed for record by G. Lee on Sept 27. 1907 at 1.16 P. M.

W. H. H. H. H.

In Attest

Approved Oct 8/97
Geo. P. Buelin Chairman Co. Commissioners

1.50