To keep all improvements upon said property in good condition and repair, and neither commit nor suffer any wast upon said property; That if default be made in any payment or agreement hereunder, the Mortgagee or any holder of any note secured hereby, may make advances therefor. The Mortgagee or any holder of any note secured hereby may also take any action and make any advances and pay, settle, compromise or litigate any lien or claim whatsoever, as in her or their discretion may seem necessary for the protection of said property or of any indebtedness secured hereby. All advances for any of said purposes with interest thereon at 7 per cent. per annum shall become part of the indebtedness secured hereby, without waiver of any right arising from any default hereunder, and such amounts with interest thereon s shall be repaid before any application upon the notes secured hereby.

That if any default be made, in the payment of any interest or principal as they severally become due, or in the performance of any agreement of this Mortgage, then the note secured hereby shall, at the election of the holder thereof, become immediately due and payable without demand or notice (time being of the essence hereof), and this Mortgage may then be foreclosed according to law, and a receiver for said property, with usual powers, may be appointed without notice, forthwith upon the filing of the complaint or at any time thereafter.

That in any foreclosure of this Mortgage or action therefor, the Mortgagor will pay (in addition to the costs and fees allowed by statute), the sum of Twnety five Dollars as attorney's fees for the benefit of the plaintiff, which shall be a lien on said property, due and payable when action is commenced and enforcable in such action; That in any foreclosure of this Mortgage, the Mortgagee shall be entitled to deficiency judgment against the makers of said notes for any balance of judgment, interest and costs that may remain unsatisfied after sale of said property;

In Witness Whereof, the said Mortgagor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

P.C.O'Malley (Seal)

J.W. Attwell

Geo. E.O'Bryon

State of Washington,)
)ss
County of Skamania.

This is to Certify that on this 28th day of January 1909, before the undersigned, a duly qualified Notary Public in and for the State of Washington, personally appeared P.C.O'Malley, a single man, to me known to be the individual described in and who executed the within instrument and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal; the day and year in this certificate first above written.

Geo. E. O'Bryon .

(NOTARIAL)
(SEAL)

Notary Public in and for the State of Washington, residing at Stevenson.

Filed for record by John W. Thompson on Jamuary 28, 1909 at 1:45 P.M.

A. Fleischhauer,

County Auditor.

165