

hereby secured. In any suit or other proceedings that may be had for the recovery of the amount due on either this mortgage or either of said notes the said party of the second part her heirs or executors or assigns shall have the right to have included in the judgment which may be recovered such sum as the court may adjudge reasonable as attorneys fees to be taxed as part of the costs in such suit as well as all payment which the said party of the second part may be obliged to make for her or their security on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof. In case of the foreclosure of this mortgage the party of the second part or her heirs or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due or unpaid upon account of the indebtedness hereby secured, including taxes or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof and to the costs of such foreclosure suit. This mortgage is made subject to a certain covenant or agreement bearing even date herewith, providing for the release of portions of the above described premises upon certain payments to be made by the said party of the first part executed by the said party of the second part herein to the said party of the first part, and binding the said party of the second part her heirs executors administrators or assigns of this mortgage, a copy of which agreement is hereunto attached and by reference incorporated herein and made a part hereof.

In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year in this instrument first above written.

Signed, sealed and delivered in presence of

Raymond C. Sly

P.S.C. Wills (Seal)

H.G. Allen

State of Washington

County of Skamania, ss. I, Raymond C. Sly, a Notary Public in and for the State of Washington, do hereby certify that on this 30th day of October 1909 personally appeared before me P.S.C. Wills a single man, to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

Raymond C. Sly, Notary Public for State of Washington

(Notarial Seal)

residing at Stevenson, Wash

Copy. Know all men by these presents that we, Maggie E. Hamilton and Elijah C. Hamilton parties of the first part for and in consideration of the conditions covenants and stipulations contained in a certain indenture of mortgage executed this day by P.S.C. Wills to Maggie E. Hamilton for certain lands situate at Underwood Slamaa County Washington, and the consideration therein mentioned, to, for ourselves and our heirs administrators executors and assigns of the said mortgage hereby covenant to and with the said P.S.C. Wills party of the second part herein, that he may release any portion of the premises therein mortgaged from the conditions of the said mortgage upon payments made as follows: The payment of fifty (\$50.00) dollars for each acre of land lying in the west half of said premises and the payment of the sum of thirty dollars per acre for each acre of land desired to be released lying in the east half of said premises. And the said party of the first part or their heirs administrators executors or assigns of the said mortgage will upon request of the said party of the second part, and the payments made as aforesaid, execute a valid release in law for such portion or portions of the said premises desired to be released.

And it is hereby agreed that this shall be and is hereby made a part of the above mentioned mortgage, of the same effect as though therein incorporated.