

after the same shall become due and payable or to conform or to comply with any of the foregoing covenants and conditions then at the election of the party of the second part, as provided by law these presents, shall forthwith become due and payable and this mortgage may be foreclosed immediately and a decree had to sell said premises according to law and out of the money arising from such sale shall be paid said principal sum, with interest costs and charges and all moneys secured hereby, together with an attorneys fee of five per cent of the amount found to be due upon such sums with interest.

Fifth. It is hereby expressly stipulated and agreed by and between the parties hereto their heirs executors administrators or assigns, that in case of a foreclosure of this mortgage that party of the second part his heirs executors or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby, including taxes insurance 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 and attorneys fee.

Sixth. And it is further stipulated and agreed between the parties hereto their heirs executors administrators or assigns that in case of foreclosure of this mortgage at any sale hereunder the purchaser thereof shall be entitled to the immediate possession of the premises so sold whether or not the same are then occupied as a homestead.

In Witness Whereof we have hereunto set our hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

H.C. Coffman

Walter J. Dolph (Seal)

Susannah Dolph (Seal)

State of Washington

County of Lewis, ss. I, H.C. Coffman a Notary public in and for the state of Washington, residing at Chehalis in the above named State and County duly commissioned sworn to and qualified, do hereby certify that on this 16th day of November 1909 before me personally appeared Walter J. Dolph and Susannah Dolph his wife, to me known to be the individuals described in and who executed the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned. And the said Susannah Dolph wife of the said Walter J. Dolph upon examination by me separate and apart from her husband when I made to her known the rights, acknowledged same to be her free and voluntary act and deed for the uses and purposes therein mentioned, without fear or coercion from her said husband.

Given under my hand and official seal this 16th day of November 1909

H.C. Coffman, Notary Public in and for the State of

(Notarial Seal)

Washington residing at Chehalis in Lewis Co. Wash.

Filed for record by John Miles on Nov. 22nd 1909 at 8.15 A.M.

A. Fleischhauer

Co. Auditor

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