

enumerated, this conveyance shall be void. But if the mortgagors shall fail to pay any of said notes or in any respect shall fail to comply with any of the covenants hereinbefore set forth, then as often as any breach shall occur, the said mortgagee or his heirs and assigns may at any time thereafter declare the whole of the principal sum or so much thereof as at the time of such declaration may remain unpaid, to be at once due and payable as well as all interest thereon up to the date when payment may be made, or judgment rendered therefor against the mortgagors and foreclosure of this mortgage may be entered and the said mortgagee to compel payment to be made of the full amount due and payable. It is further expressly agreed:

1. That should the Mortgagors fail to make payment of any taxes rates water or other assessments insurance premiums or other charges payable by them, the said mortgagee may at his option, make payment thereof and the amounts so paid, with interest thereon at eight per cent per annum shall be added to and become a part of the debt secured by this mortgage without waiver, however, of any right arising from breach of any of these covenants. ". That in the event of this mortgage being foreclosed, the said mortgagors shall pay such sum as the court may consider reasonable as attorneys fees for the benefit of the plaintiff and subject to this mortgage, the same shall be a lien on the premises hereby mortgaged, which said fee shall be due and payable when suit is begun.. That the makers hereof for themselves and their heirs, assigns or grantees hereby waive and relinquish all their right of homestead and homestead exception in and to said mortgaged premises and every portion thereof, as against this mortgage and hereby agree that in the event of sale under foreclosure of the mortgaged premises herein described, the purchaser or purchasers shall be given the possession of the premises during the period of redemption, but shall make legal accounting in case of redemption from such sale.

Witness our hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

George J. Moody

Geo. Y. Moody

State of Washington

his  
William J. X Ferguson (Seal)  
mark  
Addie M. Ferguson (Seal)

County of Clarke, ss. I, Geo. Y. Moody, a Notary Public in and for the State of Washington do hereby certify that on this 14th day of January 1910 personally appeared before me William J. Ferguson and Addie M. Ferguson, his wife to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

And I further certify that I examined the said Addie M. Ferguson wife of the said William J. Ferguson, separate and apart from her said husband and made known to her the contents of the within instrument, and she did, on separate examination acknowledged to me that she did voluntarily, of her own free will, and without fear of or coercion from her husband, or any one executed the said instrument.

Given under my hand and official seal this 14th day of January 1910

My Commission expires June 8th 1912

(Notarial Seal)

Geo. Y. Moody, Notary public for Washington

residing at Washougal.

Filed for record by Geo. J. Moody on Jan. 15th 1910 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

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