

presents shall be void if such payment be made according to the terms and conditions thereof. But in case default be made in the payment of the principal or interest of said promissory note or any part thereof when the same shall become due and payable, according to the terms and conditions thereof, then the said party of the second part, his heirs executors or assigns are hereby empowered to sell the said premises with all and every of the appurtenances or any part thereof in the manner prescribed by law and out of the money arising from such sale to retain the whole of said principal and interest whether the same shall then be due or not, together with the costs and charges of making such sale and the overplus if any there be shall be paid by the party making such sale upon demand to the said party of the first part their heirs or assigns. And in any suit or other proceedings that may be had for the recovery of said principal 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 and assigns to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit as well as all payments that the said party of the second part his heirs executors or assigns may be obliged to make for his or their security by insurance or on account of any taxes charges incumbrances or assessments whatsoever on the said premises or any part thereof. In Witness Whereof the said parties of the first part have herunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

C.E. Ellis

Lulu Cummins (Seal)

H.M. Greiner

Earl J. Cummins (Seal)

State of Iowa

County of Woodbury, ss. This is to certify that on this 19th day of July 1909 before me C.A. Patch, a Notary Public in and for the state of Iowa, personally came Earl J. Cummins and Lulu Cummins 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.

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

C.A. Patch, Notary Public

(Notarial Seal)

residing at Sioux City

Filed for record by Hood River Banking Co. on July 29th 1909 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

#### Hill to Carman

Know all men by these presents that I, H.M. Hill do hereby certify that a certain mortgage bearing date the May 10th 1909 recorded May 12th 1909 on page 471 in volume H of mortgages records of Skamania County State of Washington; made and executed by Tilman Carman and Sarah Carman to H.M. Hill, is, together with the monies thereby secured, fully paid satisfied and discharged.

In Witness whereof I have hereunto set my hand and seal this 4th day of June 1909

Executed in presence of

Thos S. Keep

H.M. Hill (Seal)

C.M. Keep

State of Washington

County of Clarke, ss. I, Thos S. Keep, Notary Public in and for said state, do hereby certify that on this 4th day of June 1909 personally appeared before me H.M. Hill to me known to be the