

one & 81/100 dollars and the interest thereon in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

Gilmer, Washington September 9th 1910

On or before five years from date hereof, for value received I promise to pay to the order of A.J. Struble ten thousand one hundred thirty-one and 81/100 dollars with interest thereon at the rate of eight per cent per annum to be paid semi-annually, from the date hereof, and if not so paid the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. If the interest is not paid when due it shall be compounded with the principal and bear like interest therewith, principal and interest payable in Gold in of the United States, and in case suit is instituted to collect this note or any portion thereof I promise to pay such additional sum as the court may adjudge reasonable as attorneys fees to be taxed as part of the costs of such suit for the use of plaintiffs attorney. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

Ida M. Robertson.

And it is further agreed by and between said parties that the party of the first part shall pay all taxes and assessments of any kind that may hereafter be levied or assessed against the lands and premises hereby conveyed. Before the same shall become delinquent and if the said party of the first part shall fail to pay such taxes or assessments as aforesaid and in the manner and at the time aforesaid then the party of the second part shall have the right to pay the same and all sums of money so paid by the said party of the second part for such taxes and assessments as aforesaid shall upon the payment thereof immediately become principal and shall be added to the face of the note and shall bear interest at the rate of eight per cent per annum and the interest thereon shall be due and payable at the same time as the interest on the principal note shall be due and payable.

Now if the sums of money due upon said promissory note be paid according to the agreements therein expressed and also any sums the said second part may pay out and expend in the payment of taxes and assessments levied against said lands or any part thereof, together with the interest thereon as hereinbefore stipulated to be paid, then this conveyance shall be void, but if default shall be made in the payment of said promissory note or any part thereof when the same shall be due and payable or if the interest thereon shall not be paid according to the tenor thereof or default be made in the repayment to the said second party of any sum he may have paid out and expended in the payment of taxes or assessments, levied or assessed against said above described premises or any part thereof, all as hereinbefore provided, then the said A.J. Struble, party of the second part, his heirs executors administrators or assigns shall have the right to foreclose this mortgage by a sale of the mortgaged premises above described together with all appurtenances thereunto belonging or in anywise appertaining or any part thereof, in the manner provided by law and out of the money arising from such sale retain the said principal and interest and any sum or sums the said party of the second part or his assigns may have paid out and expended in the payment of taxes or assessments against said land or any part thereof, together with the costs and charges of such foreclosure and sale and the surplus, if any there be pay over to said mortgagor her heirs or assigns.

And it is further agreed that in the event of a foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.

In Witness whereof the party of the first part has hereunto set her hand and seal this