

and conditins thereof But in case default shall be made in the payment of the principal and interest of said note or any part thereof when the same shall be due and payable according to the terms and conditions thereof, then the said party of the first second part his heirs or assigns are hereby empowered to sell the said premises with

all and every of the appurtenances or any part thereof in the manner provided by law and out of the money arising from such sale to retain the said principal and interest wether the same shall then be due or not together with the costs and charges of making such sale and the surplus if any there be shall be paid by the said party making such sale to the said party of the first part his heirs or assigns. And in any suit or other proceedings that may be had for the recovery of said principal sum 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 or assigns to include in the judgment that may be recovered counsel fee and charges of attorneys and counsel employed in such foreclosure proceedings in the sum of twenty five dollars in gold coin or in case of settlement or payment be made after suit has been commenced and before final decree has been entered as attorneys fee of ten dollars in gold coin shall be atax as part of the costs in such suit, as well as all payment that the said party of the second part his heirs or assigns may be obliged to make for his or their security on account of insurance or on account of any taxes, charges incumbrances or assessments whatsoever on the said premises or any part thereof. It is specially stipulated and agreed that if said premises at such foreclosure sale do not bring a sufficient sum to pay the principal, interest costs charges and attorneys fees, then the said party of the second part his heirs or assigns shall have a judgment against said party of the second part for all of such deficiency.

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

Signed, sealed and delivered in presence of

G. Wilson Forrest

Charles E. Hubbard (Seal)

Flossie L. Rea

Ella E. Hubbard (Seal)

State of Washington

County of Skamania, ss. This is to certify that on this 14th day of March 1911

before me the undersigned a Justice of the peace for Granite Falls precinct state of Washington personally appeared Charles E. Hubbard and Ella E. Hubbard 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 the said Ella E. Hubbard wife of said Charles E. Hubbard upon examination separate and apart from her said husband when the contents of said instrument were fully known to her did freely and voluntarily of her own free will and without fear or coercion from her husband execute the same as her 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.

G. Wilson Forrest, Justice of the Peace for

Granite Falls precinct, State of Washington

Filed for record by B. E. Chappell on March 24th 1911 at 1.15 P.M.

A. Fleischhauer

Co. Auditor