

acres more or less. The number of acres of land granted and conveyed hereby being 40 acres more or less. To have and to hold unto the said party of the second part

his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of six hundred dollars lawful money of the United States together with the interest thereon at the rate of ten per cent per annum from date until paid according to the terms and conditions of one certain promissory note of which the following is a copy :

\$600.00

Stevenson, Wash. Oct. 23 1911

Two years after date for value received I promise to pay to the order of W.A. Arnold six hundred dollars and no/100 dollars with interest thereon payable semi-annually at the rate of 10 per cent per annum from date; 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 lawful money 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 that a deficiency judgment may be taken in a suit upon this note:

Maggie E. Hamilton

E.C. Hamilton

and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default shall be made in the performance of any of the covenants herein contained or in the payment of either the principal or interest of said note or any part thereof according to the terms and conditions thereof or upon the refusal of the mortgagors their heirs or assigns to repay upon demand any charges made against the above described premises or any part thereof, on account of taxes or other lawful assessments the holder thereof and the note secured thereby may immediately declare the whole of said principal sum, interest taxes or other charges immediately due and may thereafter in the manner prescribed by law foreclose this mortgage for the whole amount then due on account of the principal interest taxes charges or other lawful assessments. and in any suit or other proceedings that may be had for the recovery of the said principal sum and interest on either the 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 which may be recovered such sum (in addition to the costs of the suit) as the court may adjudge reasonable as attorneys fees as well as all payments that the said party of the second part his heirs or assigns may be obliged to make for his or their security by taxes assessments or other lawful assessments whatsoever upon said premise or any part thereof. It is expressly understood that the said party of the second part his heirs or assigns shall be entitled to have entered in a foreclosure suit upon this mortgage or the note thereby secured a judgment for any deficiency that may remain due upon account of the indebtedness hereby secured, including taxes incumbrances or other indebtedness hereby secured, 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 it is further agreed that the purchaser of the said premises at sale under foreclosure may have the immediate possession of the said premises whether then occupied as a homestead or not. This conveyance is given upon the condition and it is agreed