

THIS CONVEYANCE, is intended as a MORTGAGE to secure the payment of Two hundred and no/100 Dollars, lawful money of the United States, together with interest there on at the rate of eight per cent, per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date June 25th. 1913, made by F.W. Foster and Lavinia E. Foster payable one year after date to the order of Henry Metzger and these 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, administrators or assigns may immediately thereafter, in the manner provided by law, foreclose this mortgage for the whole amount due upon said principal and interest, with all the other sums hereby secured. In any suit or other proceeding which may be had for the recovery of the amount due, on either said note or this mortgage, said party of the second part, his heirs, executors administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum that the Court may adjudge reasonable as attorney's fees, to be taxed as part of the costs in such suit as well as all payments which said party of the second part, his heirs, executors, administrators and 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 case of the foreclosure of this mortgage, the party of the second part, his heirs, executors, administrators or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby, including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof, and to the costs of such foreclosure suit.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the presence of

Raymond C. Sly

Lavinia Elnora Foster (Seal)

H. Swisher

F.W. Foster (Seal)

State of Washington)
County of Skamania) ss

I, Raymond C. Sly a Notary Public in and for the said State, do hereby certify that on this 25th day of June, 1913, personally appeared before me Lavinia Elnora Foster and F.W. Foster, her husband 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Raymond C. Sly

(Notarial Seal)

Notary Public in and for the State of Washington, residing at Stevenson in said County.

Commission expires Feb. 2 1917.

Filed for record by Henry Metzger on June 25 1913 at 4 P.M.

H. Swisher

CO. Auditor.

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