

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 other sums hereby secured.

In any suit or other proceeding which may be had for the recovery of the amount due upon either said note, or this mortgage, said party of the second part, his heirs, administrators, executors, or assigns shall have the right to have included in any judgment that may be recovered, such sum as the court may adjudge reasonable as attorney fee, to be taxed as part of the costs of such suit, as well as all payments which said party of the second part, his heirs, administrator, executor and assigns may be obliged to make for his or their security on account of taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

In case of foreclosure of this mortgage, the party of the second part, his heirs, administrators, executors 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, 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.

And it is hereby further covenanted and agreed by and on the part of the said party of the first part that the proceeds arising from the revenue from the said water system shall be disposed of as follows, to-wit:

First; All clerical expenses shall be paid.

Second; The sum of \$83.33 shall be set aside each month for payment upon the mortgage made by grantor herein to Bertha Learned, dated August 6th 1914.

Third; The balance of the said revenue shall be set aside in the Bank of Stevenson for payment hereon, or shall be applied upon payment of taxes and such maintenance as may be necessary.

And the said party of the first part further covenants and agrees for himself, his heirs, administrators and executors, that in case of the death, or disability of the said party of the first part by reason of sickness or injury, the said party of the second part, his heirs, administrators or assigns may immediately take possession of the said water system, collect the revenue therefrom and manage and conduct the same until the indebtedness hereby secured is fully paid, or (in case of sickness or injury of said first party) until said disability of said first party shall have been removed; provided, the said party of the second part, his heirs, administrator, executor or assign shall make strict account of his acts, and of all money collected, while in possession and control of said water system; and provided further, that nothing contained in this covenant shall bar, or be construed to bar the said party of the second part, his heirs, administrators, executors or assigns from foreclosing this mortgage at the time the indebtedness hereby secured shall become due and payable according to the terms and conditions of said promissory note, whether he, or they shall be in possession of said water system or not.

In Testimony 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 the presence of

P.S.C. Willis (LS)

Raymond C. Sly

STATE OF WASHINGTON }
COUNTY OF SKAMANIA.) SS

I, Raymond C. Sly, a Notary Public in and for said state and county do hereby certify that on this 7th day of August 1914 personally appeared before me P.S.C.