

America, of the present standard value, evidenced by one certain promissory note as per copy thereof, as follows, to wit:

\$4000.00

Spokane, Wash. December, 23, 1916.

Five years after date, without grace, I promise to pay to the order of the Northwestern and Pacific Hypotheekbank (Northwestern and Pacific Mortgage Company) at its office in the City of Spokane, State of Washington, Four Thousand (\$4000.00) Dollars, in Gold Coin of the United States of America, of the present standard value with interest thereon in like Gold Coin at the rate of eight per cent per annum from date until paid, for value received. Interest to be paid annually on January second and if not so paid, the whole sum of both Principal and Interest to become immediate due and collectible, at the option of the holder of this note. And in case suit or action is instituted to collect this note, or any portion thereof, I promise to pay in addition to the costs and disbursements provided by statute, a reasonable sum in like gold coin, for attorney's fees in such suit or action.

(Signed) Louis A. Henderson.

Edna C. Henderson.

The mortgagors further covenants and agrees with the mortgagee, its successors and assigns as follows:

First: That the mortgagor is lawfully seized of said premises in fee simple, free from all encumbrances, and that the mortgagor has good right and lawful authority to sell, mortgage and convey said premises in manner and form as aforesaid, and that the mortgagor shall and will warrant and defend the same to the said mortgagee, its successors and assigns forever against the lawful claims and demands of all persons whomsoever.

Second: That the Mortgagor shall and will keep the said premises free from any and all statutory liens of every kind.

Third: That the Mortgagor will pay said moneys, note or notes, principal and interest, as expressed above, when from any cause the same shall become due.

Fourth: That the mortgagor will pay before delinquency all taxes and assessments levied, assessed or imposed upon or against said premises, or any part thereof, and will also pay, before delinquency, all taxes levied, assessed or imposed, under the laws now existing or hereafter enacted, upon or against this mortgage, either as personal or real property, or as an interest in real property, or otherwise, and as well ^{as} all taxes levied, assessed or imposed upon or against the mortgagee as the owner of the negotiable paper above described, or the claim or credit evidenced thereby, or by this mortgage, or upon or against said negotiable paper, credit or claim.

Sixth: That in case said mortgagor shall fail to pay such taxes and assessments, or the mortgagee may pay the same, and the mortgagor hereby covenants any of the same, and agrees to repay such party all moneys so paid, with interest thereon at ten per cent. per annum until repaid, and this mortgage shall stand as security therefor.

Seventh: That in case any taxes shall become delinquent and remain unpaid, by the Mortgagor, as aforesaid, or in case any principal or interest, as provided above, shall become due and remain unpaid, or there shall be a breach of any covenant or promise of the mortgagor herein contained, then the whole of the principal and interest, as provided above, and all moneys secured thereby and by this mortgage shall, at the option of the mortgagee, immediately become due and payable, and this mortgage may be foreclosed at any time thereafter, without notice of the exercise of such option being made in any manner to the said mortgagor, or to anyone else for the whole of such moneys, and in case an action shall be brought to foreclose this mortgage, the