

of the holder of this note. And in case suit or action is instituted to collect this note or any portion thereof, I, we or either of us promise and agree to pay in addition to the costs and disbursements provided by statute, such additional sum in like Gold Coin as the Court may adjudge reasonable for attorney's fees to be allowed in said suit or action.

(10¢ I.R. S. affixed to and cancelled on original note.) F.W. Dehart.

Date Jan. 1st, 1917.

Delcia A. Dehart.

That said mortgagors to secure the payment of said debt and note, do hereby convey by way of mortgage, unto said mortgagee, with the covenant, and upon the conditions hereinafter set forth, the following described real property:

All of Lots one (1) Two (2) and Three (3) of Sec. 28, Township three, North of Range 10, East of the Willamette Meridian, lying south of the right of way of the Spokane, Portland & Seattle Railroad Co. Except 15.261 acres heretofore conveyed by mortgagors to C.B. Arisman, on the 23rd day of January, 1915, which conveyance is recorded in Book P. of deeds at Page 185. All of said land lying and being in Skamania, County, State of Washington.

And the said mortgagors do hereby covenant that they are; (1) lawfully seized in fee simple of the mortgaged premises and have a valid, unencumbered title thereto, and will warrant and forever defend the same against all persons; (2) will pay such note, principal and interest, according to the terms thereof; (3) will, during the continuance of this mortgage, pay all taxes, assessments and other charges that may be levied or assessed upon or against said property, or this mortgage, or the debt hereby secured when due and payable, and before delinquent; (4) will promptly pay and satisfy or record all liens or other encumbrances upon said property that may be or become superior to this mortgage; (5) will keep the buildings now on, or which may hereafter be put upon said property, in good repair and insured in favor of the mortgagee in the sum of \$500.00 in such Company and under such form of policy as may be designated by said mortgagee, and will have all policies of insurance on such property made payable to the mortgagee, and will deliver all such policies and renewals thereof; (6) will not commit or suffer any waste of premises.

Performance of every covenant herein and payment of said note according to the terms thereof, shall render this mortgage void. But any default therein shall give the mortgagee the option, while such default shall continue, to declare all the sums secured by this mortgage to be forthwith due and payable, and to foreclose this mortgage at any time thereafter. If the mortgagors shall fail to pay any sum as herein provided, the mortgagee may pay the same, and all sums so paid shall become a part of the debt, secured, and shall bear interest at the rate provided in said note without waiver, however, of any right arising from breach of covenant.

If suit be brought to foreclose this mortgage, the mortgagors shall pay the mortgagee such sum as attorney's fees therein as the Court may adjudge reasonable, and such fees shall be included in the lien hereof, and a receiver may be appointed to collect the rents and profits of said premises during such foreclosure, the same to be applied in payment pro tanto of the amount due hereunder.

Each and all of the covenants and conditions herein contained shall bind the heirs, representatives and assigns of the mortgagors and the representatives, successors and assigns of the mortgagee.

IN WITNESS WHEREOF, said mortgagors have hereunto set their hands and seals

Satisfied
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