

AFTER DATE TO THE ORDER OF HARRIET A. TURNER, AND THESE PRESENTS SHALL BE VOID IF SUCH PAYMENT BE MADE ACCORDING TO THE TERMS AND CONDITIONS THEREOF. BUT IN CASE OF DEFAULT IN THE PAYMENT OF SAID 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, HER HEIRS, EXECUTORS OR ADMINISTRATORS, OR ASSIGNS MAY IMMEDIATELY THEREAFTER, IN THE MANNER PROVIDED BY LAW, FORECLOSE THIS MORTGAGE FOR THE WHOLE AMOUNT REMAINING UNPAID UPON SAID NOTE AND THIS MORTGAGE, TOGETHER WITH ALL OTHER SUMS HEREBY SECURED; PROVIDED, AND THIS CONVEYANCE IS EXECUTED UPON THE EXPRESS CONDITION THAT THE SAID PARTY OF THE SECOND PART SHALL PAY, OR CAUSE TO BE PAID AND DISCHARGED THE LIEN UPON THAT PORTION OF THE ABOVE PREMISES LYING AND BEING IN LOT 3 AFORESAID HELD BY THE FEDERAL LAND BANK OF SPOKANE, WASHINGTON UNDER MORTGAGE EXECUTED BY THE SAID PARTY OF THE SECOND PART; IN CASE THE SAID PARTIES OF THE FIRST PART, THEIR HEIRS OR ASSIGNS SHALL BE COMPELLED TO PAY THE SAID LIEN OR ANY PORTION THEREOF IN ORDER TO PROTECT THEIR INTEREST IN THE LAND HEREBY CONVEYED AND MORTGAGED, THEY SHALL BE SUBROGATED TO THE RIGHTS OF THE SAID FEDERAL LAND BANK, AND MAY OFF-SET THE AMOUNT SO PAID AGAINST THE AMOUNT THEN DUE UPON THIS MORTGAGE AND NOTE, OR MAY RECOVER THE SAME FROM THE SAID PARTY OF THE SECOND PART.

IN ANY SUIT OR OTHER PROCEEDING THAT MAY BE BROUGHT OR HAD FOR THE RECOVERY OF THE AMOUNT DUE, ON EITHER THE SAID NOTE OR THIS MORTGAGE, THE SAID PARTY OF THE SECOND PART SHALL HAVE THE RIGHT TO HAVE INCLUDED IN ANY JUDGMENT THAT MAY BE RECOVERED, SUCH SUM AS THE COURT SHALL ADJUDGE REASONABLE AS ATTORNEY FEE IN SUCH SUIT OR PROCEEDINGS, TO BE TAXED AS PART OF THE COSTS, AS WELL AS ALL PAYMENTS WHICH THE SAID PARTY OF THE SECOND PART, HER HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS MAY BE COMPELLED TO MAKE FOR HER OR THEIR SECURITY ON ACCOUNT OF TAXES, INSURANCE, OR OTHER LAWFUL ASSESSMENTS UPON SAID PREMISES OR ANY PART THEREOF.

IN CASE OF THE FORECLOSURE OF THIS MORTGAGE, THE PARTY OF THE SECOND PART, HER HEIRS, ADMINISTRATORS, EXECUTORS OR ASSIGNS SHALL NOT BE ENTITLED TO ANY DEFICIENCY JUDGMENT, AND THESE PRESENTS ARE DELIVERED AND ACCEPTED UPON CONDITION THAT THE RIGHT OF THE SAID SECOND PARTY, HER HEIRS, EXECUTORS, ADMINISTRATORS TO SUCH DEFICIENCY JUDGMENT SHALL BE WAIVED.

IN TESTIMONY WHEREOF THE SAID PARTIES OF THE FIRST PART HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

E. C. HAMILTON (SEAL)

MAGGIE E. HAMILTON (SEAL)

STATE OF WASHINGTON, )  
COUNTY OF SKAMANOA. ) ss.

I, RAYMOND C. SLY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT ON THIS 18TH DAY OF AUGUST 1921 PERSONALLY APPEARED BEFORE ME E. C. HAMILTON AND MAGGIE E. HAMILTON, HIS WIFE TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

(NOTARIAL)  
(SEAL)

RAYMOND C. SLY  
NOTARY PUBLIC FOR THE STATE OF WASHINGTON,  
RESIDING AT STEVENSON IN SKAMANIA COUNTY  
FILED FOR RECORD AUGUST 29, 1921, AT 2-45 P.M. BY HARRIET TURNER.  
*Edy Mitchell*  
COUNTY AUDITOR.