

THE FOREGOING BEING ALL THE RIGHT, TITLE AND INTEREST AND THIS CONVEYANCE IS INTENDED TO CONVEY ALL THE RIGHT, TITLE AND INTEREST OF THE MORTGAGOR IN AND TO THE PROPERTY KNOWN AS THE "ST. MARTINS MINERAL SPRINGS" PROPERTY, FULL TITLE OF WHICH IS HELD BY THE HEIRS OF ISADORE ST. MARTIN SR., DECEASED, AS TENANTS IN COMMON THEREOF. ALSO ALL GRANTORS RIGHT, TITLE AND INTEREST IN AND TO THE RENTS, ISSUES AND PROFITS THEREFROM, AND THE RIGHT TO COLLECT THE SAME AND CREDIT THE AMOUNT THEREOF UPON THIS MORTGAGE AND THE NOTE HEREBY SECURED.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST THEREON AT THE RATE OF 12% PER ANNUM FROM DATE UNTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF ONE CERTAIN PROMISSORY NOTE BEARING EVEN DATE HERewith, MADE BY LUCIEN ST. MARTIN, PAYABLE ONE YEAR AFTER DATE TO THE ORDER OF W. A. ARNOLD AND FRANK A. WACHTER AND ALEX McKEIGHAN 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 PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS ADMINISTRATORS OR ASSIGNS MAY IMMEDIATELY THEREAFTER IN THE MANNER PROVIDED BY LAW, FORECLOSE THIS MORTGAGE FOR THE WHOLE AMOUNT THEN UNPAID UPON SAID PRINCIPAL AND INTEREST, WITH ALL THE OTHER SUMS HEREBY SECURED.

THE SAID PARTY OF THE FIRST PART COVENANTS AND AGREES TO AND WITH THE SAID PARTIES OF THE SECOND PART THAT HE IS THE OWNER IN FREE SIMPLE OF THE ABOVE CONVEYED INTEREST IN AND TO SAID PROPERTY; THAT THE SAME IS FREE AND CLEAR OF ALL INCUMBRANCES WHATSOEVER, EXCEPT THE LIEN OF CELINA ST. MARTIN FOR THE PAYMENT OF ALIMONY AS DECREED BY THE SUPERIOR COURT OF THE STATE OF WASHINGTON, FOR SKAMANIA COUNTY; THAT HE HAS GOOD RIGHT TO SELL AND CONVEY THE SAME AND THAT HE WILL, AND HIS HEIRS, EXECUTORS AND ADMINISTRATORS SHALL, FOREVER WARRANT AND DEFEND THE TITLE THERETO AGAINST ALL LAWFUL CLAIMS.

THE SAID PARTY OF THE FIRST PART DOES FURTHER COVENANT AND AGREE TO AND WITH THE SAID PARTIES OF THE SECOND PART, THEIR HEIRS AND ASSIGNS THAT NEITHER HE, NOR HIS HEIRS, EXECUTORS AND ADMINISTRATORS OR ASSIGNS WILL ENTER INTO ANY LEASE OR ANY AGREEMENT FOR THE LEASING OF SAID PROPERTY WHILE THIS MORTGAGE REMAINS UNPAID WITHOUT THE WRITTEN CONSENT OF THE SAID PARTIES OF THE SECOND PART, THEIR HEIRS EXECUTORS, ADMINISTRATORS OR ASSIGNS.

IN ANY SUIT OR PROCEEDINGS WHICH MAY BE HAD FOR THE RECOVERY OF THE AMOUNT DUE, ON EITHER SAID NOTE OR THIS MORTGAGE, SAID PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS SHALL HAVE THE RIGHT TO HAVE INCLUDED IN THE JUDGMENT WHICH MAY BE RECOVERED, THE SUM THAT THE COURT SHALL ADJUDGE REASONABLE AS ATTORNEY'S FEES, TO BE TAXED AS PART OF THE COSTS IN SUCH SUIT AS WELL AS ALL PAYMENTS WHICH SAID PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY BE OBLIGED TO MAKE FOR HIS 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 PARTIES OF THE SECOND PART, THEIR 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