

CONDITIONS OF ONE CERTAIN PROMISSORY NOTE BEARING EVEN DATE HERewith, MADE BY THE LIAISON DIAMOND "L" LUMBER COMPANY AND A. L. ORSEN AND SAM SAMSON, PAYABLE TWO YEARS AFTER DATE TO THE ORDER OF MYRTLE ATTWELL, 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 OR IN CASE OF DEFAULT IN THE PAYMENT OF THE TAXES AS HEREINAFTER PROVIDED OR UPON DEFAULT OF ANY OF THE TERMS OR CONDITIONS OF THIS MORTGAGE, THEN THE SAID PARTY OF THE SECOND PART, HER HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS, MAY IMMEDIATELY THEREAFTER IN THE MANNER PROVIDED BY LAW, FORECLOSE THIS MORTGAGE FOR THE WHOLE AMOUNT OF SAID PRINCIPAL AND INTEREST, WITH ALL THE OTHER SUMS HEREBY SECURED.

AND THE SAID PARTY OF THE FIRST PART DOES HEREBY COVENANT TO AND WITH THE SAID PARTY OF THE SECOND PART, HER HEIRS, AND ASSIGNS THAT IT IS THE OWNER IN FEE SIMPLE OF THE ABOVE DESCRIBED PREMISES AND HAS GOOD RIGHT TO MORTGAGE THE SAME; THAT THE SAME IS FREE FROM ALL INCUMBRANCES SAVE AND EXCEPT THE TAXES FOR 1923 AND THAT IT WILL WARRANT AND DEFEND THE TITLE THERETO AGAINST ALL LAWFUL CLAIMS WHATSOEVER.

THE SAID PARTY OF THE FIRST PART FURTHER COVENANTS, PROMISES AND AGREES THAT IT WILL PAY OR CAUSE TO BE PAID THE SAID TAXES FOR 1923 ON OR BEFORE SIX MONTHS FROM THE DATE HEREOF AND IN CASE OF FAILURE SO TO DO, THE SAID PARTY OF THE SECOND PART MAY PAY THE SAME AND AT HER OPTION MAY DECLARE THE WHOLE AMOUNT OF THIS MORTGAGE, INCLUDING PRINCIPAL AND INTEREST, TAXES AND OTHER LAWFUL ASSESSMENTS AND CHARGES PAID BY THE SAID PARTY OF THE SECOND PART DUE AND MAY IMMEDIATELY THEREAFTER IN THE MANNER PROVIDED BY LAW, FORECLOSE THIS MORTGAGE.

IN ANY SUIT OR OTHER PROCEEDING WHICH MAY BE HAD FOR THE RECOVERY OF THE AMOUNT DUE, ON EITHER SAID NOTE OR THIS MORTGAGE, SAID PARTY OF THE SECOND PART, HER 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 AN ATTORNEY'S FEE, TO BE TAXED AS PART OF THE COSTS IN SUCH SUIT AS WELL AS ALL PAYMENTS WHICH SAID PARTY OF THE SECOND PART, HER HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS MAY BE OBLIGED TO MAKE FOR HER 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 PARTY OF THE SECOND PART, HER HEIRS, EXECUTORS, ADMINISTRATORS, ~~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 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.

IN TESTIMONY WHEREOF THE SAID PARTY OF THE FIRST PART HAS CAUSED THESE PRESENTS TO BE DULY EXECUTED BY ITS LAWFULLY AUTHORIZED OFFICERS PURSUANT TO A RESOLUTION OF THE BOARD OF TRUSTEES DULY PASSED AND ENTERED UPON THE RECORDS OF THE MINUTES OF SAID BOARD THE DAY AND YEAR FIRST ABOVE WRITTEN.

V. E. CLOW      WITNESS  
FANNIE ORSEN      "

THE DIAMOND "L" LUMBER COMPANY.  
BY    SAM SAMSON      PRESIDENT.  
BY    A. L. ORSEN      SECRETARY.