

SAID PARTIES OF THE SECOND PART THAT HE IS THE OWNER IN FEE SIMPLE OF THE ABOVE CONVEYED INTEREST IN AND TO SAID PROPERTY AS HIS SOLE AND SEPARATE PROPERTY THROUGH INHERITANCE FROM HIS FATHER'S ESTATE; THAT THE SAME IS FREE AND CLEAR OF ALL INCUMBRANCE WHATSOEVER EXCEPT THOSE MORTGAGES HERETOFORE EXECUTED BY THE PARTY OF THE FIRST PART HEREIN TO THE PARTIES OF THE SECOND PART; 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 WHATSOEVER.

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 OR FOR THE USE OR TAKING OF THE WATER FROM SAID SPRING FROM SAID REAL 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 OTHER PROCEEDING WHICH MAY BE HAD FOR THE RECOVERY OF THE AMOUNT DUE, IN 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 PAYMENT WHICH SAID PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY BE OBLIGED TO MAKE FOR THEIR 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 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 WITNESS WHEREOF, THE SAID PARTY OF THE FIRST PART HAS HEREUNTO SET HIS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

EXECUTED IN PRESENCE OF:

RAYMOND C. SLY

ISADORE ST. MARTIN (SEAL)

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

I, RAYMOND C. SLY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT ON THIS 6TH DAY OF JUNE 1924, PERSONALLY APPEARED BEFORE ME ISADORE ST. MARTIN TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO ACKNOWLEDGED TO ME THAT HE EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND SIGNED AND SEALED THE SAME FREELY AND VOLUNTARILY 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 ABOVEWRITTEN.

(NOTARIAL)
(SEAL)

RAYMOND C. SLY
NOTARY PUBLIC IN AND FOR SAID COUNTY AND
STATE, RESIDING AT STEVENSON, THEREIN.