

HUNDRED DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST THEREON AT THE RATE OF 8 PER CENT. PER ANNUM FROM DATE UNTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF ONE CERTAIN PROMISSORY NOTE, BEARING DATE APR. 20TH, 1925, MADE BY W. A. BAYNE PAYABLE ON OR BEFORE ONE YEAR AFTER DATE AFTER DATE TO THE ORDER OF ROSLYN COAL AND COKE COMPANY 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 PARTY OF THE SECOND PART, ITS HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS MAY IMMEDIATELY THEREAFTER, IN THE MANNER PROVIDED BY LAW, FORECLOSE THIS MORTGAGE FOR THE WHOLE AMOUNT DUE UPON SAID PRINCIPAL AND INTEREST, WITH ALL THE OTHER SUMS HEREBY SECURED.

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, ITS HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS SHALL HAVE THE RIGHT TO HAVE INCLUDED IN THE JUDGMENT WHICH MAY BE RECOVERED, THE SUM OF \$ REASONABLE AS ATTORNEY'S FEES, TO BE TAXED AS PART OF THE COSTS IN SUCH SUIT AS WELL AS ALL PAYMENTS WHICH SAID PARTY OF THE SECOND PART, ITS HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY BE OBLIGED TO MAKE FOR ITS OR THEIR SECURITY BY INSURANCE OR ON ACCOUNT OF ANY TAXES, CHARGES, INCUMBRANCES OR ASSESSMENTS WHATSOEVER ON THE SAID PREMISES OR ANY PART THEREOF.

THE PARTY OF THE FIRST PART AGREES TO KEEP THE PROPERTY INSURED IN THE SUM OF \$, PAYABLE TO THE PART.. OF THE SECOND PART AS ... INTERESTS MAY APPEAR.

IN CASE OF THE FORECLOSURE OF THIS MORTGAGE, THE PARTY OF THE SECOND PART, ITS 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.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

W. A. BAYNE (SEAL)

STATE OF WASHINGTON, (: ss.
COUNTY OF LEWIS.)

I, DELOS SPAULDING A NOTARY PUBLIC IN AND FOR THE SAID STATE, DO HEREBY CERTIFY THAT ON THIS 20TH DAY OF APRIL, 1925, PERSONALLY APPEARED BEFORE ME W. A. BAYNE TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED THAT HE SIGNED AND SEALED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED.

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

(NOTARIAL)
(SEAL)

DELOS SPAULDING
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT CENTRALIA IN SAID COUNTY.

FILED FOR RECORD APRIL 27, 1925, AT 8-30 A.M. BY ROSLYN COAL & COKE CO.
Nell G. Mitchell
COUNTY AUDITOR 12, Eddy Mitchell