

IT BEING THE INTENTION TO CONVEY HERETO THE LAND UPON WHICH THE ABOVE MENTIONED THEATRE BUILDING HAS BEEN CONSTRUCTED AND PARTICULARLY THAT THE SOUTH LINE OF THE TRACT SO CONVEYED SHALL COINCIDE WITH THE OUTER EDGE OF THE SOUTH WALL OF SAID BUILDING, NOTWITHSTANDING DISTANCES HEREIN SPECIFIED.

TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING, SUBJECT HOWEVER, TO A PRIOR MORTGAGE IN FAVOR OF THE BANK OF STEVENSON, RECORDED AT PAGE 211 BOOK "R" OF MORTGAGES, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

ALSO THE FOLLOWING PERSONAL PROPERTY, TO-WIT: ALL THE FIXTURES, FURNITURE AND EQUIPMENT CONTAINED IN SAID BUILDING BELONGING TO THE PARTY OF THE FIRST PART AND USED IN CONNECTION WITH THE THEATRE BUSINESS INCLUDING MOVING PICTURE PROJECTING MACHINES, TOGETHER WITH ALL EQUIPMENT AND APPRATUS USED IN CONNECTION THEREWITH. ALL CURTAINS AND SCENERY, ALL THEATRE CHAIRS, BENCHES, HAINES PIANO, FURNACE, MOTOR, FAN AND OTHER EQUIPMENT THEREWITH, ALL RUGS, LINEOLEUM, MATS AND OTHER FLOOR COVERING AND GENERALLY ALL PERSONAL PROPERTY WITHIN OR APPURTENANT TO SAID BUILDING BELONGING TO THE PARTY OF THE FIRST PART.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF TWENTY-ONE HUNDRED AND NO/100 (\$2100.00) DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST THEREON AT THE RATE OF TEN PER CENT. PER ANNUM FROM DATE UNTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF ONE CERTAIN PROMISSORY NOTE, BEARING EVEN DATE HERewith, MADE BY NORTH BANK THEATRE AND REALTY COMPANY, A CORPORATION, PAYABLE ONE YEAR AFTER DATE TO THE ORDER OF W. A. ARNOLD, 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 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 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 ADJUDGES 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 THEIR SECURITY BY INSURANCE OR ON ACCOUNT OF ANY TAXES, CHARGES, INCUMBRANCES OR ASSESSMENTS WHATSOEVER ON THE SAID PREMISES OR ANY PART THEREOF, WITH INTEREST AT 10%.

THE PARTY OF THE FIRST PART AGREES TO KEEP THE PROPERTY INSURED IN THE SUM OF \$5000.00 PAYABLE TO THE PARTIES OF THE SECOND PART AS THEIR INTEREST MAY APPEAR.

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