

MORTGAGE RECORD S
SKAMANIA COUNTY, WASHINGTON

"PIONEER" REG., TACOMA—127552

JONES, EUREKA LEAF, PAT. FEB. 7, 1905

SAID PARTY OF THE FIRST PART COVENANTS AND AGREES THAT HE WILL SEASONABLY PAY ALL TAXES, ASSESSMENTS, AND OTHER LAWFUL CHARGES WHICH MAY BE LEVIED AGAINST SAID PROPERTY.

SAID PARTY OF THE FIRST PART COVENANTS AND AGREES THAT HE WILL ASSIGN TO THE PARTIES OF THE SECOND PART AS FURTHER SECURITY OF THE NOTES AND INDEBTEDNESS ABOVE DESCRIBED ANY CONTRACT WHICH MAYBE ENTERED INTO WITH THE STEVENSON WATER COMPANY AND THAT ANY REVENUE DERIVED THEREFROM MAYBE APPLIED BY THE PARTIES OF THE SECOND PART TOWARDS THE PAYMENT OF THE NOTES AND INDEBTEDNESS ABOVE DESCRIBED IN THE ORDER OF MATURITY OF SAID NOTES. SAID PARTY OF THE FIRST PART PROMISES AND AGREES THAT HE WILL SECURE ALL RIGHTS-OF-WAYS, EASEMENTS, FRANCHISES, AND PRIVILEGES WHICH MAYBE NECESSARY FOR THE CONSTRUCTION AND MAINTENANCE OF SAID PIPE LINE AND THAT HE WILL AT ALL TIMES UNTIL THIS MORTGAGE BE FULLY PAID COMPLY WITH ALL TERMS THEREOF TO WHICH HE MAYBE LEGALLY OBLIGATED OR WHICH MAYBE NECESSARY FOR THE PRESERVATION OF THE PROPERTY RIGHTS HEREBY CONVEYED.

THE PARTY OF THE FIRST PART COVENANTS AND AGREES THAT IN CASE OF DEFAULT IN THE PAYMENT OF ANY OF THE SAID NOTES, OR INTEREST THEREON, OR ANY PORTION THEREOF, OR ANY OTHER INDEBTEDNESS HEREBY SECURED OR UPON FAILURE TO KEEP OR PERFORM ANY OF THE COVENANTS HEREIN CONTAINED THE SAID PARTIES OF THE SECOND PART THEIR HEIRS OR ASSIGNS MAY IMMEDIATELY DECLARE THE WHOLE AMOUNT OF THE INDEBTEDNESS HEREBY SECURED IMMEDIATELY DUE AND PAYABLE AND PROCEED TO FORECLOSE THIS MORTGAGE IN THE MANNER PROVIDED BY LAW. IN CASE OF SUCH FORECLOSURE THE SAID PARTY OF THE FIRST PART HEREBY COVENANTS AND AGREES THAT A JUDGMENT MAYBE ENTERED FOR ANY DEFICIENCY WHICH MAY REMAIN UNPAID ON ACCOUNT OF THE DEBT INCURRED HEREBY AFTER THE FORECLOSURE SALE OF THE PREMISES ABOVE DESCRIBED AND FOR SUCH SUM AS THE COURT MAY ADJUDGE REASONABLE AS ATTORNEY'S FEE TO FORECLOSE SUCH SUIT.

THE PARTY OF THE FIRST PART COVENANTS AND AGREES THAT UPON FAILURE OF THE PARTY OF THE FIRST PART TO SEASONABLY PAY ANY TAXES WHICH MAY HAVE BEEN ASSESSED AGAINST THE SAID PREMISES OR TO MAKE ANY REPAIR WHICH MAYBE NECESSARY FOR THE PRESERVATION OR MAINTENANCE OF THE SAID PIPE LINE, SPRING OR OTHER PROPERTY HEREBY MORTGAGED, THE SAID PARTIES OF THE SECOND PART MAY AT THEIR OPTION PAY SAID TAX, ASSESSMENTS OR OTHER CHARGES, OR MAKE SUCH REPAIRS, AND THE AMOUNT EXPENDED THEREFORE SHALL BE SECURED BY THE LIEN OF THIS MORTGAGE AND SUCH SUMS SHALL BEAR INTEREST FROM THE DATE OF PAYMENT AT THE RATE OF TWELVE PER CENTUM PER ANNUM; PROVIDED THAT SUCH PAYMENTS OR EXPENDITURES ON ACCOUNT OF THE SECOND PARTIES OF THE FIRST PART SHALL NOT BE DEEMED A WAIVER OF THEIR RIGHT TO FORECLOSE FOR BREACH OF THE COVENANTS AFORESAID.

IN TESTIMONY WHEREOF, THE SAID PARTY OF THE FIRST PART HAS HEREUNTO SET HIS HAND AND SEAL THIS 30TH DAY OF APRIL, 1927.

P.S.C. WILLS (SEAL)

STATE OF WASHINGTON }
COUNTY OF SKAMANIA } ss

I, RAYMOND C. SLY, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON DO HEREBY CERTIFY THAT ON THIS 30TH DAY OF APRIL, PERSONALLY APPEARED BEFORE ME P. S. C. WILLS, A SINGLE MAN 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 NOTARIAL SEAL THE