

MENTS, HEREDITAMENTS AND APPURTENANCES THERETO BELONGING, INCLUDING THE MINERAL SPRINGS THEREON, HOTEL BUILDINGS AND PROPERTY SITUATED THEREON AND ALL FRANCHISES, EASEMENTS AND PRIVILEGES APPERTAINING THERETO;

ALSO TWO-THIRDS OF ONE-EIGHTEENTH (BEING IN ALL  $1/27$ ) INTEREST IN AND TO THE PERSONAL PROPERTY UPON THE SAID REAL ESTATE BELONGING OR APPERTAINING TO THE HOTEL BUSINESS, INCLUDING FURNITURE, FIXTURES, LIVE STOCK, MACHINERY AND EQUIPMENT OF WHATSOEVER KIND OR NATURE USED IN CONNECTION WITH THE SAID ST. MARTINS MINERAL SPRINGS HOTEL ON SAID PROPERTY.

THE FOREGOING BEING ALL THE RIGHT, TITLE AND INTEREST AND THIS CONVEYANCE IS INTENDED TO CONVEY ALL THE RIGHT, TITLE AND INTEREST OF THE MORTGAGOR IN AND TO THE PROPERTY KNOWN AS THE ST. MARTINS MINERAL SPRINGS PROPERTY, FULL TITLE OF WHICH, WITH THE EXCEPTION OF ONE-FIFTH OF ONE-EIGHTEENTH INTEREST, WHICH IS HELD BY ALKI INVESTMENT COMPANY BEING OWNED BY THE HEIRS OF ISADORE ST. MARTIN, DECEASED, AS TENANTS IN COMMON THEREOF.

ALSO ALL THE MORTGAGOR'S RIGHT, TITLE, AND INTEREST IN AND TO THE RENTALS, PROFITS, AND ISSUES THEREFROM. GRANTING UNTO THE SAID MORTGAGEE THE RIGHT TO COLLECT THE RENTS, PROFITS, AND ISSUES AND TO CREDIT THE SAME UPON THIS MORTGAGE AND THE NOTES HEREBY SECURED.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF THREE THOUSAND FIVE HUNDRED FIFTY AND  $43/100$  (3550.43) DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST THEREON AT THE RATE OF EIGHT PER CENT PER ANNUM, PAYABLE QUARTERLY FROM DATE UNTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF ONE CERTAIN PROMISSORY NOTE BEARING EVEN DATE HEREWITH, MADE BY ISADORE ST. MARTIN AND FELICITE ST. MARTIN, PAYABLE ONE YEAR AFTER DATE TO THE ORDER OF E. P. KELLY AND AURELIA KELLY 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, 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 THEN UNPAID UPON SAID PRINCIPAL AND INTEREST WITH ALL THE OTHER SUMS HEREBY SECURED.

THE SAID PARTIES OF THE FIRST PART COVENANT AND AGREE TO AND WITH THE SAID PARTIES OF THE SECOND PART THAT THEY ARE THE OWNERS IN FEE SIMPLE OF THE ABOVE CONVEYED INTEREST IN AND TO SAID PROPERTY; THAT THE SAME IS FREE AND CLEAR OF ALL INCUMBRANCES WHATSOEVER; THAT THEY HAVE GOOD RIGHT TO SELL AND CONVEY THE SAME AND THAT THEY WILL AND THEIR HEIRS, EXECUTORS AND ADMINISTRATORS SHALL, FOREVER WARRANT AND DEFEND THE TITLE THERETO AGAINST ALL LAWFUL CLAIMS WHATSOEVER.

THE SAID PARTIES OF THE FIRST PART DO FURTHER COVENANT AND AGREE TO AND WITH THE SAID PARTIES OF THE SECOND PART, THEIR HEIRS, AND ASSIGNS THAT NEITHER THEY, NOR THEIR HEIRS, EXECUTORS AND ADMINISTRATORS OR ASSIGNS WILL ENTER INTO ANY LEASE OR ANY AGREEMENT FOR THE LEASING OF SAID 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, 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 SHALL ADJUDGE REASONABLE