

also cover any and all additional advances that may be hereafter made by the mortgagees to the mortgagor.

It is understood and agreed that this is a second mortgage, being subject to a first mortgage dated April 30th, 1927, securing the sum of Twenty-nine Hundred (\$2900.00) Dollars in favor of Fannie A. Arnold and Alex McKeighan, and the mortgagor herein agrees to keep and perform all the terms of said first mortgage; that he will pay all taxes, assessments and other lawful charges which may be levied or may accrue against the said property promptly before the same become due,

The mortgagor further promises and agrees that he will, during the terms of this mortgage, keep said pipe line and all of said premises herein described in good repair and condition and keep the said springs and other water supply free from pollution and contamination.

The mortgagor further covenants and agrees that upon his failure to seasonably pay any taxes which may be assessed against the said premises or to make any repairs which may be necessary for the preservation or maintenance of said pipe line, spring or other property hereby mortgaged, the mortgagees may at their option pay said taxes, charges or other charges or making such repairs and the amount expended therefor shall be secured by the lien of this mortgage and such sum shall bear interest from the date of payment at the rate of 12% per annum, providing such payments or expenditures on account of the mortgagor shall not be deemed a waiver of the mortgagees' rights to foreclose for breach of the covenants aforesaid.

It is further understood and agreed that should the said property be condemned by any municipality or public corporation, the lien of this mortgage shall extend to and cover the proceeds to be paid under such condemnation proceedings.

WHEREAS, the said mortgagor herein did, on the 30th day of April, 1927, enter into a written agreement as party of the first part with the Stevenson Water Company, a corporation, as party of the second part, wherein said mortgagor herein, as party of the first part, did agree to furnish water to the second party in said agreement for a term of 25 years from the date of said agreement at a monthly rental of \$75.00, and

WHEREAS, said agreement has been duly assigned in writing by the party of the first part therein to Fannie A. Arnold and Alex McKeighan, as additional security for the mortgage above mentioned, being in the sum of \$2900.00, dated April 30th, 1927.

NOW THEREFORE, the mortgagor herein does mortgage unto the mortgagees herein all his right, title and interest in and to said contract, subject to the rights of the mortgagees in that certain mortgage and assignment; and

It is further understood and agreed that after the payments are made by the said mortgagor herein to said Fannie A. Arnold and Alex McKeighan, all payments due under said contract are to be made to the mortgagees in this mortgage and are hereby assigned and set over to the said mortgagees herein for that purpose.

IN WITNESS WHEREOF, the mortgagor herein has hereunto set his hand this 1st day of August, 1928.

P. S. C. WILLS

STATE OF WASHINGTON )

County of Skamania )

ss.

On this day before me personally appeared P. S. C. Wills, a single man, to me known to be the same person named in and who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.