

made by the mortgagees in so doing, or under any of the covenants or agreements herein, shall draw interest at the rate of 10% per annum, and all such expenditures shall be repayable by the mortgagor without demand, and together with interest and costs accruing thereon, and shall be secured by this mortgage; and the rights and duties of the parties covenanted for in this paragraph shall apply equally to any and all payments or advances made by the mortgagees for any of the purposes herein referred to.

The mortgagor covenants and agrees that she will not permit a default in the payment of the sums due upon said mortgage in favor of the Federal Land Bank as therein provided, or as required by the note thereby secured, or in the performance of any of the covenants or agreements contained in said mortgage, and that in case of any such default, or in case of any default in payments upon this mortgage or in the performance of any covenant herein contained, the said mortgagees may, at their option pay and redeem the said first mortgage, and in case of such payment the said mortgagees shall be subrogated to the rights of the said Federal Land Bank, or its assigns, to the security thereof and to the right to foreclose, provided however, that the amount expended by the said mortgagee in payment and redemption of said first mortgage shall bear interest at the rate of 10% per annum, and shall become due and payable immediately without notice or demand. The said mortgagees may in case of payment of said first mortgage as aforesaid at their option take an assignment thereof, and in such event this covenant shall apply with like effect as though a satisfaction thereof were executed, and the said mortgagees shall, notwithstanding, have the right to immediately foreclose the same, and to collect thereon, and on the note thereby secured, interest at the rate of 10% instead of the rate therein provided.

Time is material and the essence hereof and if default be made in the payment of any of the sums hereby secured or in the performance of any of the covenants herein contained, or if any law shall be passed imposing on the mortgagees the payment of the whole or any part of the taxes or assessments which the mortgagor herein agrees to pay, or if any court of competent jurisdiction shall render a decision that the mortgagors undertaking hereunder to pay any and all of said taxes or assessments is legally inoperative, then in any such case, the balance unpaid on principal and accrued interest and all other indebtedness hereby secured, shall, at the election of the mortgagees, become immediately due, and this mortgage may be foreclosed; but the failure of the mortgagees to exercise such option in any one or more instances shall not be considered as a waiver of the right to exercise such option in case of any subsequent default.

In case of suit to foreclose this mortgage, the said mortgagees may recover in any judgment which may be rendered therein a reasonable sum as attorney fee to be fixed by the court together with a reasonable sum for the cost of search or record and legal expenses in connection with said suit, in addition to the taxable costs therein.

In Testimony Whereof I have hereunto set my hand and seal this 27th day of February, 1929.

Georgia M. Nichols (SEAL)

STATE OF WASHINGTON)
County of Skamania) ss

I, Raymond C. Sly, a Notary Public in and for said state and county do hereby certify that on this 27th day of February, 1929 personally appeared before me Georgia M. Nichols, a widow, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof I have hereunto set my hand and affixed my official seal the