

the north side of said described tract.

Also, all theater furniture fixture, machinery and equipment contained in the above mentioned theatre building, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of six hundred sixty five and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of 10 per cent per annum ~~from~~ date until paid, according to the terms and conditions of two certain promissory notes, bearing date March 19th, 1930, made by the party of the first part hereto, payable #1 for \$100 on or before sixty days and #2 for \$565.00 payable on or before six months after date to the order of W. A. Arnold and Bertha 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 when the same shall become due and payable, according to the terms and conditions thereof, promissory notes, or any part 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 notes 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 of that the court may adjudge 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.

The party of the first part agrees to keep the property insured in the sum of \$----- 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 lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof, and to the costs of such foreclosure suit.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be duly executed by its authorized officers the day and year first above written.

Signed, Sealed and Delivered in the presence of

(North Bank Theatre and Reality Co Seal)

North Bank Theatre and Realty Company

By R. R. Webster, President

Attest: Laura L. Webster, Secretary.

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 21st day of March 1930 personally appeared before me R. R. Webster, and Laura Webster, to me known to be the president and secretary respectively of the corporation that executed the within and foregoing instrument and acknowledged that they executed the same as the free and voluntary act and deed of said corporation for the uses therein mentioned; and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

In Testimony Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)

Raymond C. Sly, Notary Public for Washington residing at Stevenson therein.

Filed for record March 21, 1930 at 3:30 o'clock P. M.

G. C. Chesser

G. C. Chesser, Co. Auditor.