

paid, according to the terms and conditions of one certain promissory note, bearing date April 25, 1940, made by Alice W. Mann and E. M. Mann payable in monthly installments of \$37.69 each, commencing on the 25th day of May, 1940 and a like payment on the 25th day of each month thereafter to the order of Bank of Stevenson 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, according to the terms and conditions thereof, then the said party of the second part, its successors 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 note or this mortgage, said party of the second part, its successors or assigns shall have the right to have included in the judgment which may be recovered, a reasonable sum as attorney's fees, to be taxed as part of the costs in such suit as well as all payments which said party of the second part, its successors and assigns may be obliged to make for its or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

The parties of the first part agree to keep the property insured in the sum of \$1100.00 payable to the party of the second part as its interests may appear.

In case of the foreclosure of this mortgage, the party of the second part, its successors 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 parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in
the Presence of

E. M. Mann (Seal)

Alice W. Mann (Seal)

STATE OF WASHINGTON,)

County of Skamania) ss.

PERSONAL CERTIFICATE OF ACKNOWLEDGEMENT

On this day personally appeared before me Alice W. Mann and E. M. Mann, wife and husband, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 8th day of May, A. D. 1940

My Commission expires on the 31st day of January, 1943.

Raymond C. Sly

(Notarial seal affixed)

Notary Public in and for the State of
Washington, residing at Stevenson
therein.

Filed for record May 9, 1940, at 4:35 p.m. by Raymond C. Sly.

Comp. Seal *Malak Hesse*
Skamania County Auditor.

#28849

Harris Trust & Savings Bank to Northwestern Electric Co.

THIS PARTIAL RELEASE OF MORTGAGE made and executed this 22nd day of March, 1940, by