

respectively, and payable on or before one year and seven years after date respectively, with interest at the rate of five per cent per annum payable annually 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 notes, or any part thereof, when the same shall become due and payable, according to the terms and conditions thereof, or in case of failure to pay taxes and assessments before delinquency, then the said party of the second part, his 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 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 party of the second part, his heirs, executors, administrators, or assigns shall have the right to have included the judgment which may be recovered, the sum the court may adjudge reasonable as attorneys fees to be taxed as part of the cost in such suit as well as all payments which said party of the second part, his heirs, executors, administrators and assigns may be obliged to make for his 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 \$3500.00 payable to the party of the second part as his interest may appear.

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

Signed, sealed and delivered in the presence of:
Raymond C. Sly
STATE OF WASHINGTON)
COUNTY OF SKAMANIA) (ss

Lyle W. Ternahan (seal)
Rosalyn B. Ternahan (seal)

On this day personally appeared before me Lyle W. Ternahan and Rosalyn B. Ternahan, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed and sealed 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 5th day of February, 1944.

(Notarial seal affixed)

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

Filed for record February 7, 1944 at 1-20 p.m. by Raymond C. Sly

Mabel J. Dwyer
Skamania County Auditor.

#33126

Citizens State Bank to National Bank of Commerce

Assignment of Mortgage.

This Instrument, Made this 31st day of January, A. D. 1944 between The Citizens State Bank, Camas, Washington, a corporation organized and existing under the laws of the State of Washington party of the first part, and The National Bank of Commerce of Seattle,