

SKAMANIA COUNTY, WASHINGTON

HUNDRED and NO/100 Dollars, lawful money of the United States, together with interest thereon at the rate of five per cent per annum from date until paid, according to the terms and conditions of one certain promissory note bearing even date, made by the parties of the first part payable to the parties of the second in annual installments of not less than \$1000.00 each on or before the first day of ^{October of} each year, commencing October 1st, 1946, with interest at the rate of 5% 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 note, 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 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 note 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 which the court may adjudge reasonable as attorney's fees, to be taxes 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 it 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 dwelling house and buildings on said premises insured in the sum of at least \$2500.00 payable to the parties of the second part as their interests may appear.

It is understood and agreed that under the terms of the contract of sale for timber to Peter Grove the above mentioned payments are to be made as said timber is removed at the rate of \$2.00 per thousand feet. Such monies shall be paid to the mortgagors and shall be applied as a credit upon the installments of principal upon said promissory note last falling due. It is further agreed that the mortgagors shall have the right to sell and/or remove any other timber or timber products from said real property but in case of such sale or removal they shall pay to the mortgagees at least seventy-five per cent of the stumpage price or stumpage value of timber removed; provided that such stumpage payment shall not be required for timber suitable only for fuel wood.

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 thereby, 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.

Glen F. Fulton (Seal)

Ruth E. Fulton (Seal)

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me Glen F. Fulton and Ruth E. Fulton, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and volun-