

of the tract herein described; and running thence south 81° 00' east 100 feet; thence south 09° 00' west 176 feet to the northerly line of the Spokane, Portland and Seattle Railway Company's right of way; thence west-erly, along said right of way, to a point which is south 09° 00' west from the place of beginning; and thence north 09° 00' east 181 feet to the place of beginning, said tract being designated as Lots 6 and 7 in Block 7 of the unrecorded plat of the Town of North Bonneville, Skamania County, Washington.

together with the appurtenances, and all awnings, screens, mantels, and all plumbing, light-
ing, heating, cooling, ventilating, elevating and watering apparatus and fixtures now or
hereafter belonging to or used in connection with the property, all of which shall be con-
strued as a part of the realty.

To secure the performance of the covenants and agreements hereinafter contained, and
the payment of SEVEN THOUSAND FOUR HUNDRED FORTY and no/100 dollars with interest from date
until paid, according to the terms of one certain promissory note bearing even date herewith.

The mortgagor covenants and agrees with the mortgagee as follows: that he is lawfully
seized of the property in fee simple and has good right to mortgage and convey it; that
the property is free from all liens and incumbrances of every kind; that he will keep the
property free from any incumbrances prior to this mortgage; that he will pay all taxes and
assessments levied or imposed on the property and/or on this mortgage or the debt thereby
secured, at least ten days before delinquency, and will immediately deliver proper receipts
therefor to the mortgagee; that he will not permit waste of the property; that he will keep
all buildings now or hereafter placed on the property in good order and repair and unceas-
ingly insured against loss or damage by fire to the extent of the full insurable value there-
of in a company acceptable to mortgagee and for the mortgagee's benefit, and will deliver to
mortgagee the policies, and renewals thereof at least five days before expiration of the
old policies.

Should the mortgagor default in any of the foregoing covenants or agreements, then the
mortgagee may perform the same and may pay any part or all of principal and interest of any
prior incumbrance or of insurance premiums or other charges secured hereby, and any amount
so paid, with interest thereon at the highest legal rate from date of payment shall be re-
payable by the mortgagor on demand, and shall also be secured by this mortgage without
waiver of any right or other remedy arising from breach of any of the covenants hereof.
The mortgagee shall be the sole judge of the validity of any tax, assessment or lien assert-
ed against the property, and payment thereof by the mortgagee shall establish the right to
recover the amount so paid with interest.

Time is of 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 or agreements herein con-
tained, then in any such case the remainder of unpaid principal, with accrued interest and
all other indebtedness hereby secured, shall at the election of the mortgagee become imm-
ediately due without notice, and this mortgage may be foreclosed.

In any action to foreclose this mortgage or to collect any charge growing out of the
debt hereby secured, or in any suit which the mortgagee may be obliged to defend to pro-
tect the unimpaired priority of the lien hereof, the mortgagor agrees to pay a reasonable
sum as attorney's fees and all costs and expenses in connection with such suit, and also
the reasonable cost of searching records, which sums shall be secured hereby and included in
any
decree of foreclosure.