

Provided nevertheless that if the said party of the first part shall and does will and truly pay or cause to be paid the said promissory note with interest as it shall become due and payable thereon according to the terms and Effect thereof then and such case this Indenture and the Estate hereby granted Shall be null and void else to remain in full force & virtue But it is distinctly understood and agreed that if the interest on said promissory note shall not be punctually paid when the same becomes due and payable as before mentioned then and in such case the principal sum of said promissory note and the interest shall be deemed and be taken to be wholly due and payable and proceedings may forthwith be had by the said party of the second part his heirs executors administrators or assigns for the recovering of the same either by suit on said note or on the Mortgage anything in said note or in this Indenture contained to the Contrary thereof notwithstanding and in any suit or other proceedings that may be had for the recovery of said principal sum and interest on either of said note or of this mortgage it shall and may be lawfull for the Said party of the Second part his heirs executors administrators or assigns to include in the Judgment that may be received the counsel Fees allowed by law and collection Fees and charges of attorneys and counsel employed in such foreclosure Suit as well as all payments that the said party of the second part his heirs executors administrators or assigns may be obliged to make for his or their security or on account of any taxes charges incumbrances or assessments whatsoever on the premises hereinafter described

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In witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first above mentioned, or written,

F.A.Chenowith (Seal)

Signed sealed and delivered in the Presence of

Horrace Z. Wheeler

F.H.Blumbry

Before me the subscribed a notary Public duly commissioned in and for the third Judicial District of the Territory of Washington Personally came the above named F. A. Chenowith who in due form of law acknowledged the foregoing indenture to be his act and deed to the end that the same might be recorded as such

In witness Whereof I have hereunto set my hand and official Seal the 30th day of April 1860

Paul, K. Hubbs

Notary Public 3d Jd D^t W.T.

Placed in my hands and recorded this 20th day May 1860

C.H.Knaggs

Auditor Skamania County

W.T.

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