

5. It is expressly understood and agreed that time and the exact performance of all the conditions hereof are of the essence of this contract.

6. Said mortgagor agrees to and will repay to said mortgagee all reasonable expenses paid or incurred by it in procuring satisfactory proof of mortgagor's title to said mortgaged property, or Mortgagee's Title Insurance Policy with respect thereto, or in procuring abstract of title and opinion of competent attorney thereon, or title reports whenever such abstracts and opinions or title reports shall become necessary to said mortgagee for the protection of its interests, or the enforcement of its rights, and any amounts so paid, if not repaid to said mortgagee upon demand, shall with interest thereon from time of payment at the rate set forth in the note secured hereby, be deemed a part of the indebtedness secured by this mortgage.

7. As an additional security and pledge for the payment of said indebtedness, and subject to the terms and provisions of this mortgage, said mortgagor hereby bargains, sells and assigns to said mortgagee all the rents, issues and profits of said property accruing after a default hereunder and if a default hereunder shall occur and continue for a period of thirty (30) days, and a bill of complaint shall be filed to foreclose this mortgage, the court shall, on motion or application of said mortgagee, either at the time of filing such bill of complaint or thereafter, and without regard to the condition of said property at such time, appoint a receiver to collect the rents, issues and profits of said property during the pendency of such foreclosure and apply such rents, issues and profits to the payment pro tanto, of the amounts due under this mortgage, first deducting all proper charges and expenses of such receivership, and after paying all taxes or assessments levied or assessed against said property and then unpaid, and said mortgagor agrees forthwith to surrender possession of said property to any receiver so appointed.

8. In the event that the mortgaged property shall consist of real and personal property constituting an operating entity, such as an apartment house, hotel, or furnished dwelling, it is agreed that all of said mortgaged property, both real and personal, whether such personal property be actually affixed to said real property or not, together with any and all additions thereto, may, at the option of the mortgagee be sold upon foreclosure, either as a unit including both real and personal property subject to redemption as a unit, or separately; and in the event that such personal property shall be sold separately, such sale shall be in accordance with the procedure applicable to the sale of personal property upon the foreclosure of a chattel mortgage, with no right of redemption. If said mortgaged property shall be sold as a unit, and shall thereafter be redeemed, there shall be added to the amount to be paid for such redemption such amount as the purchaser at foreclosure sale, or such purchaser's successor in interest at the time of redemption, shall have expended during the redemption period to keep said property in satisfactory condition, including the cost of repairs and improvements made in the normal course of the administration of said property.

9. The mortgagor reserves the privilege of repaying at any time without premium or fee, the entire indebtedness secured hereby, or any part thereof, not less than the amount of one installment, or One Hundred (\$100.00) Dollars, whichever is less.

10. In the event of this mortgage being foreclosed or of any proceeding being brought for that purpose, said mortgagor promises and agrees to pay such additional sum as the court may adjudge reasonable as attorneys' fees in such foreclosure or other proceeding, in addition to the costs and disbursements allowed by law, and such attorneys' fees and costs and disbursements shall be secured by the lien of this mortgage.

11. In the event of any transfer of the property herein described or any part thereof or any interest therein, whether voluntary or involuntary or by operation of law, the Mortgagee may, without notice to the Mortgagor or any one else, extend the time of payment, execute releases or partial releases from the lien of this mortgage or in any other respect modify the terms hereof without thereby affecting the personal liability of the Mortgagor for the payment of the indebtedness hereby secured.

12. As additional security for the payment of said indebtedness, the Mortgagor further agrees to assign to the Mortgagee, upon request by the Mortgagee, and in such manner as the Mortgagee may require, any and all leases now or hereafter, during the period of the mortgage, entered into by the Mortgagor with respect to the above described real property, or any portion thereof.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said mortgagor has properly executed this instrument the day and year herein first written.

*Kermit S Brown* (SEAL)

*Wilma Brown* (SEAL)

#### INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON, }  
County of Hood River } ss.

THIS CERTIFIES that on this 13th day of March, 1954, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared the within named Kermit E. Brown and Wilma Brown, Husband and wife who are known to me to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the purposes and uses therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

My commission expires 7/9/54 *Donald S. Johnson*  
Notary Public in and for said County and State