- 7. If a default shall occur on the part of Mortgagor for failure to comply with any of the provisions of this mort and complaint shall be filed to foreclose this mortgage, the court shall, on motion or application of Mortgagee, either at the time of filing such complaint or thereafter, and without regard to the condition of said property at such time, or its value, or the solvency or insolvency of Mortgagor, appoint a receiver to take charge of said property, and collect the rents and profits thereof during the pendency of such foreclosure, and apply such rents, issues and profits to the payment pro tanto of any taxes or assessments on the mortgaged property or any insurance premiums or any expenses in connection with the management, care and preservation of the property and to the reimbursement to Mortgagee of any taxes or assessments or insurance premiums or any other expenditures which it may have paid or advanced in connection with said property, and thereafter, to any amounts due under this mortgage, first deducting the charges and expenses of such receivership.
- 3. In any suit to foreclose this mortgage or to collect any charge growing out of any indebtedness hereby secured, or in any suit which the Mortgagee may be obliged to bring or to defend to effect or protect the lien hereof, or should an attorney be employed by the Mortgagee in connection herewith, the Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and expense in connection with said suit or employment, and further agrees to pay the reasonable costs of searching records and abstracting or insuring the title, and all such sums shall be secured hereby and included in the decree of foreclosure, if any.
- 9. In case of one or more defaults in the performance or observance of any of the covenants and agreements of any instrument now or hereafter evidencing or securing the principal debt hereby secured, the failure to exercise any right or remedy given in this mortgage shall not preclude the Mortgagee from exercising any right or remedy given herein in case of one or more subsequent defaults and notice of the exercise of such right or remedy is hereby waived, except for such notice as may be required by law.
- 10. The Mortgagee may from time to time release portions of the premises hereinbefore conveyed from the lien of this mortgage or may extend or modify the terms of the instrument or instruments evidencing the indebteduess secured hereby or may extend or modify the terms of this mortgage; and it is expressly agreed between the Mortgagor and Mortgagee that such partial release extension or modification shall not in any way impair or alter the lien of this mortgage or the rights of Mortgagee hereunder or affect the personal liability of the Mortgagor for the payment of the indebtedness hereby secured.
- 11. The word "Mortgagor" and the language of this instrument shall where there is more than one mortgagor be construed as plural and be binding jointly and severally upon all mortgagors, and the word "Mortgagee" shall apply to any holder of this mortgage. All the covenants of the Mortgagor shall be binding upon the Mortgagor's heirs, executors, administrators, successors and assigns and shall inure to the benefit of the successors and assigns of the Mortgagee. No condition of this mortgage shall be deemed waived unless the same be expressly waived in writing.

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

INDIVIDUAL ACKNOWLEDGMENT

WASHINGTON

STATE OF BRECOK

County of Skamania

THIS CERTIFIES that on this 14th day of July 16.56 before me, the undersigned, a Notary Public in and for the said county and state, personally appeared the within named

Louis M. Joseph and Rose M. Joseph, husband and wife,

Mo...!known to me to be the identical persons... described in and who executed the within instrument and acknowl-

.....executed the same freely and voluntarily for the purposes and uses therein mentioned.

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

September 21, 1957

Notary Public in and for said County and State