

- (4) To preserve and maintain the mortgaged property and all improvements thereon in good repair and condition free from any damage, alteration, destruction, removal, or injurious or unlawful use;
- (5) To protect and defend the interest of Mortgagee in the mortgaged property against adverse claims of any nature whatsoever;
- (6) To promptly and strictly comply with all municipal, state and federal ordinances, statutes, laws, public orders and regulations regarding the use, maintenance, ownership or condition of the mortgaged property or any part thereof;
- (7) To permit the inspection by Mortgagee of the mortgaged property at any time and as often as Mortgagee may desire;
- (8) That the proceeds from the sale of the property in foreclosure may be applied by Mortgagee in its sole discretion to any obligation secured by this mortgage and as Mortgagee may elect at the time of such application;
- (9) To pay, if any obligation secured by this mortgage is referred to an attorney for collection in whole or in part, a reasonable attorney fee, whether or not suit is instituted on such obligation, and all other expenses incurred by Mortgagee in such collection or in realization upon this mortgage, including but not limited to expenses of title search;
- (10) That Mortgagee may at any time, without notice, release parts or all of the mortgaged property from the lien of this mortgage without thereby affecting the personal liability of any person whomsoever for the payment of any obligation secured by this mortgage;
- (11) To create a fund for payment of taxes, special improvements, assessments, insurance premiums, and water charges, if any, by paying to Mortgagee, in addition to installments on the secured obligation, such amounts as Mortgagee may deem necessary for that purpose and at such times as Mortgagee may request; said fund to be held by the Mortgagee without payment of any interest;
- (12) That if any provision, clause or portion of this mortgage be adjudged unlawful or unenforceable for any reason, the provision, clause or portion so adjudged shall be deemed stricken from this mortgage, and that the balance of this mortgage shall be unaffected by so doing;
- (13) Not to assign or transfer any right, title or interest of the Mortgagor in any of the rents and profits of the mortgaged premises without the prior consent in writing of the Mortgagee;
- (14) To reimburse Mortgagee upon demand for any expenses incurred by Mortgagee in its exercise of the powers conferred on the Mortgagee in the next succeeding paragraph, together with interest thereon at the highest lawful rate from the date upon which such expenses were incurred;

(C) MORTGAGOR AUTHORIZES and empowers Mortgagee to do, at Mortgagee's option and at Mortgagor's expense, anything which Mortgagor has in paragraphs B (1) to B (6) inclusive of this mortgage covenanted to do and to be the sole judge of the legality or validity of any tax, assessment, claim or lien asserted against the mortgaged property and of the need for repairs thereto or maintenance thereof; that the election of the Mortgagee to so exercise the said option shall not be considered a waiving of any other right or remedy of the Mortgagee for the breach of any covenant herein by the Mortgagor; Mortgagee is further empowered to declare, at its election and without prior notice to Mortgagor, immediately due and payable any obligation secured by this mortgage, in the event of default by Mortgagor in the payment of principal or interest or any obligation secured by this mortgage, or in the event of any breach of any warranty or covenant of Mortgagor contained in this mortgage, or if Mortgagor (or either of them if Mortgagor be more than one person) is adjudged insolvent or becomes a bankrupt.

(D) As further security for the payment of all indebtedness herein, all rents and profits of the mortgaged premises and the right, title and interest of the Mortgagor in and under all leases now or hereafter affecting said premises, are hereby assigned and transferred to the Mortgagee. So long as no default shall exist in compliance with any requirement hereof or of any modification hereof, the Mortgagor may collect the assigned rents and profits as the same fall due, but upon the occurrence of any such default, or at such later time as the Mortgagee in its sole discretion may determine, all right of the Mortgagor to collect or receive rents or profits shall wholly terminate. All rents or profits which any present or future owner of the mortgaged premises shall be permitted to collect hereunder shall be received by him in trust to pay the usual and reasonable operating expenses of, and the taxes upon, such premises and the sums owing the Mortgagee as they become due and payable as provided in this mortgage or in any modification hereof. The balance of such rents and profits after payment of such operating expenses, taxes and sums due the Mortgagee, shall be the owner's absolute property.

(E) MORTGAGOR AGREES that time is of the essence of this mortgage and of every obligation secured by it and that no waiver or indulgence by Mortgagee of any delay, default or other departure by Mortgagor from full and strict or timely performance of the terms of this mortgage or of any obligation secured by it is or can be a waiver by Mortgagee of its right to other or subsequent full, strict and timely performance of every covenant of this mortgage and of the obligations secured by it, or to the exercise of any power conferred on Mortgagee by this mortgage or by operation of law; that all rights and remedies conferred by this mortgage upon Mortgagee are only cumulative and are not exclusive of any other rights or remedies or powers which Mortgagee may have by law or by contract; and that no purported extension, modification or waiver by Mortgagee of any term or provision of this mortgage or of any obligation secured by it shall be effective unless made in writing and signed by a duly authorized officer of Mortgagee; that the Mortgagee may take a personal deficiency judgment for the debts and obligations hereby secured to the intent that said debts and obligations may be paid in full irrespective of this security.

EXECUTED at Vancouver, Washington, this 28th day of March, 1960.

x Gennie N. McEwen

x Rhoda E. McEwen