

SBA-SEA-5

indebtedness hereby secured shall at the option of the Mortgagee forthwith become due and payable, and the Mortgagee will be entitled to the immediate possession of such property, and may at any time thereafter at its election foreclose this Mortgage in any manner prescribed by law; provided however, if any proceeding to declare the Mortgagor bankrupt, or for the reorganization of the Mortgagor's business, or for any arrangement with the Mortgagor's creditors (secured or unsecured) be begun by or against the Mortgagor pursuant to the National Bankruptcy Act (including any and all of the chapters and provisions thereof); or if any voluntary or involuntary proceedings for the appointment of a receiver affecting the business, property or assets of the Mortgagor be begun in any court; or if any assignment for the benefit of Mortgagor's creditors be made or attempted; or if the business or property of the Mortgagor, or any portion thereof, be surrendered to or come under the control of creditors or any committee or representative of creditors; or if the Mortgagor at any time becomes insolvent (as that term is understood under either State law or the National Bankruptcy Act), then and in any of such events, all of the indebtedness hereby secured shall immediately become due and payable, without notice or demand, and the Mortgagee will be entitled to the immediate possession of such property, and may at any time thereafter at its election foreclose this Mortgage in any manner prescribed by law.

But until any such default occur, the Mortgagor may retain and continue in the quiet possession of all of the mortgaged property and in the full use thereof.

The waiver by the Mortgagee of the breach of any covenant may not be construed as waiving the breach of any other covenant, or a subsequent breach of the same covenant.

All rights herein conferred upon the Mortgagee are intended to be cumulative merely, and are not exclusive of any other rights or remedies which the Mortgagee may have.

Should any action or proceeding for the foreclosure of this Mortgage be begun, the Mortgagee will be entitled to recover, in addition to all other sums otherwise recoverable and costs of suit, the following items: (a) a reasonable attorney's fee; (b) all costs and expenses incurred in taking possession of, preserving, protecting, assembling, recovering, or marshaling any or all of the mortgaged property; (c) all costs of real estate and chattel searches and reports preliminary to foreclosure; and (d) all other costs and expenses reasonably incurred in preserving or enforcing the rights hereby granted to the Mortgagee. In any such action or proceeding, Mortgagor expressly consents to a deficiency judgment, or to the recovery of any deficiency remaining after the foreclosure sale.

As an additional security and pledge for the payment of the indebtedness secured by this Mortgage, and subject to the terms and provisions of this Mortgage, said Mortgagor does hereby bargain, sell and assign to said Mortgagee all the rents, issues and profits of the mortgaged premises 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 and profits of said premises 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 waives notice of application for the appointment of a receiver after default and agrees to forthwith surrender possession of said premises and property to any receiver so appointed.

Mortgagor herein covenants and agrees to promptly fulfill and perform all of the terms and conditions of any agreements or understandings constituting and granting a prior lien against any of the property mortgaged hereby, and further covenants and agrees to fulfill and perform all of the terms and conditions of any agreement relating to the purchase by Mortgagor of any of the property which is encumbered by this Mortgage. Failure of the Mortgagor to so fulfill and perform such covenants and conditions shall at the option of the Mortgagee constitute a default under the terms of this Mortgage. Mortgagee is hereby further authorized to cure any such default on behalf of and for the account of the Mortgagor. Expenditures or obligations made or incurred by the Mortgagee in connection with curing such defaults shall be added to and become a part of the indebtedness under the Note, payment of which is secured hereby.

Words of broad or general meaning shall in no wise be limited because of their use in connection with words of more restricted significance. The plural shall include the singular, and vice versa, unless a contrary meaning obviously is intended. Where this indenture is executed by more than one Mortgagor, each is jointly and severally bound.

In Witness Whereof, the Mortgagor has signed and sealed this instrument the day and year first hereinabove written.

Hilda S. Wirkkala
Hilda S. Wirkkala, wife of
Urho M. Wirkkala

Helmie H. Wirkkala
Helmie H. Wirkkala, wife of
Fred Wirkkala

Urho M. Wirkkala
Urho M. Wirkkala, individually and as
co-partner

and Fred Wirkkala
Fred Wirkkala, individually and as co-
partner d/b/a Salmon Creek Logging Company