

hereafter during the continuance of this mortgage be due, owing or existing from the mortgagor to the mortgagee, its successors or assigns; provided, however, that the aggregate principal amount at any one time to be secured hereby, exclusive of advances or payments made because of the mortgagor's default, shall not exceed THREE THOUSAND ONE HUNDRED FIFTY AND NO/100 - - - - - Dollars

(\$3,150.00); and to secure the prompt and faithful discharge and performance of each agreement of the mortgagor herein contained. If the mortgagor shall pay or cause to be paid to the mortgagee, its successors or assigns, the principal of all indebtedness and all interest due thereon secured hereby, at the time and in the manner specified in the note or notes or other instruments evidencing such indebtedness and herein, and shall keep, perform and observe all and singular the covenants, promises and conditions in said note or notes or other evidences of indebtedness and in this indenture expressed, then this indenture and the estate and rights herein granted shall be void and a discharge thereof shall be given the mortgagee, but at the expense of the mortgagor; otherwise this indenture shall remain in full force and effect.

The mortgagor hereby covenants and agrees to and with the mortgagee as follows:

1. That he is the owner in fee simple of the above described mortgaged property and has good right and full power and authority to convey and mortgage the same; that said property and the whole thereof is free and clear of all liens and encumbrances whatsoever and that he will warrant and defend the aforesaid mortgaged property and all the rights, privileges and appurtenances thereunto belonging and in anywise appertaining and the title thereto unto the mortgagee, its successors and assigns, against all adverse claims whatsoever.
2. That all additions and accessions to the property hereinabove described and all renewals or replacements thereof or of any part thereof and all interest therein when and as the same may hereafter be acquired in any manner whatsoever shall immediately and without further conveyance become and be subject to the lien hereof as fully and completely as though the same were now owned by the mortgagor and expressly and specifically conveyed by and embraced in the mortgaging clause hereof. Nevertheless, the mortgagor will execute and deliver such other and further instruments and do such further acts as may be deemed by the mortgagee to be necessary or proper to carry out more effectually the purpose of this indenture and will at any time, by express instrument of conveyance and mortgage, subject to the lien hereof any property or additional right, title or interest hereafter acquired or intended to be conveyed hereby if the mortgagee so requires.
3. That he will duly and punctually pay the principal of and the interest upon the note hereinbefore described and any renewals thereof or substitutions therefor at the times and in the amounts in said note or notes specified and pay when due all sums secured hereby and will perform each and every covenant and condition hereof.
4. That he will pay all taxes, assessments and other public charges which have been or may be levied, assessed or charged against the mortgaged premises or upon this mortgage or the note secured hereby prior to delinquency and will also pay prior to delinquency any and all rates or charges for water, electricity, steam, gas, garbage collection or other service which may be furnished to said mortgaged premises or to any tenant thereof by any municipality or other persons, firm or corporation whatsoever, the non-payment of which rates or charges would result in a lien upon the mortgaged premises therefor or warrant the discontinuance of further services to the premises until the same were paid, and will pay and discharge all liens, claims, adverse titles or encumbrances upon the mortgaged property so that this mortgage shall be at all times a first lien thereon.
5. That he will keep all buildings, improvements and fixtures now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the mortgagee against loss or damage by fire and other hazards, casualties and contingencies, in such amounts and for such periods as may be required by the mortgagee, with loss, if any, payable to the mortgagee under standard mortgagee clause, and will pay promptly when due any premiums on such insurance. All such insurance shall be effected with responsible insurance companies satisfactory to the mortgagee and all policies of insurance covering any of the mortgaged property shall be delivered to and retained by the mortgagee as additional security for the payment of the debt and moneys hereby secured.
6. That he will keep all and singular the mortgaged property in good order, condition and state of repair and will not commit or permit any waste on or of the mortgaged property or any part thereof.
7. That he will comply with all the laws and regulations of the United States, the State of Washington, the county and city or town wherein said premises are situate, including any bureau or department of any of them and all public bodies in any way having jurisdiction in respect thereof, in so far as such laws and regulations shall relate to or affect any business, trade or occupation conducted upon the mortgaged premises and/or any structure or installation now or hereafter erected or made upon said premises.
- 7-A. The mortgagor recites that the land is not primarily used for agricultural or farming purposes.

It is further mutually covenanted and agreed as follows:

8. Should the mortgagor fail or neglect to pay and discharge any taxes, assessments or other public charges which have been or may be levied, assessed or charged upon the mortgaged premises, or to pay and discharge any lien, claim, adverse titles and encumbrances thereon, or to procure and maintain insurance as above agreed, or to maintain the mortgaged premises and property as above provided, or otherwise fail to keep and perform any of its covenants herein contained, the performance of which requires the expenditure of money, then and in any such event the mortgagee, at its election, may pay such sums as may be necessary to discharge such taxes, rates or assessments, or to maintain insurance, or to keep the mortgaged premises in repair or otherwise to perform any covenant with respect to which the mortgagor is in default, without prejudice to its right, as hereinafter provided, to accelerate the maturity of this mortgage and to foreclose the same, and any and all amounts so paid shall be repaid by the mortgagor to the mortgagee upon demand, with interest thereon at the rate of 12 per cent per annum from the date of such payment, and all such payments, with interest as above provided, shall, from the date of payment, be added to the debt of the mortgagor and be equally secured by this mortgage.
9. Upon any default on the part of the mortgagor in payment of principal or interest when due or in keeping and performing any other of his covenants and agreements herein contained, the whole of the principal and of all other sums secured hereby shall, at the mortgagee's election, become immediately due and payable, without notice, and in such event the mortgagee may immediately cause this mortgage to be foreclosed in the manner provided by law, whether or not it shall elect to pay any of the sums the nonpayment of which by the mortgagor constituted the default on which the mortgagee's election was based.
10. If any suit or other proceedings be commenced for the foreclosure of this mortgage or attacking its validity or in any way calling in question the mortgagee's rights hereunder, the mortgagor shall be liable for and shall pay, and the mortgagee shall have the right to have taxed as costs and included in the judgment or decree rendered in such suit or proceeding, all costs and expenses incurred by it in and on account of such suit or proceeding.