

VII. The mortgagor further covenants and agrees that the loan secured by this mortgage is made upon the personal character and integrity of the mortgagor, as well as upon the security offered, and that therefore he will not convey this mortgaged property, or any interest therein, without the consent of the mortgagee and, if any such consent is given and any such conveyance made, the purchaser or grantee will, personally, assume and agree to pay this debt.

VIII. All compensation and each and every award of damages in connection with any condemnation for public use of or injury to all or any part of said property is hereby assigned and shall be paid to mortgagee, which may use, release or apply such moneys so received by it to the payment of accrued interest and reduction of principal amount owed, without penalty to mortgagor; and mortgagor shall in this connection execute such further assignments as mortgagee may require. It is understood and agreed that in connection with any settlement, court action or other disposition of an action pertaining to the mortgaged property the same shall be maintained by the mortgagor, his successors or assigns for the benefit of mortgagor and mortgagee with proceeds applied as heretofore stated; provided that, from such proceeds first shall be deducted all reasonable costs and attorney's fees derived in maintaining the preservation of the rights of the parties. If mortgagor, his successors or assigns refuse or neglect to protect the interest of the parties, mortgagee may appear in its own name or name of mortgagor in such action and from any amount recovered first deduct all reasonable costs and attorney's fees derived therefrom and apply the balance as above stated. At any time or from time to time without liability therefor, without notice and without releasing or otherwise affecting the liability of any person for payment of any indebtedness or performance of any obligation hereby secured, mortgagee may extend the time for or release any person now or hereafter liable for payment of any or all such indebtedness or performance of any or all such obligations or accept or release additional security therefor, or subordinate or release the lien or charge hereof as to all or any part of said property, consent to the making of any map or plat thereof, or join in granting any easement thereon.

IX. Now if the mortgagor shall fail to pay any installment of principal or interest upon this debt, or should he fail to perform strictly any other covenant or condition of this mortgage or of the note evidencing the debt secured hereby, time being strictly of the essence, then, at the election of the mortgagee, the whole debt secured hereby shall become immediately due and payable; and this mortgage may be immediately foreclosed, and the property covered by this mortgage may be sold as provided by law; or if the mortgagor shall fail to pay any installment of taxes, special assessments or other governmental levies that may become due or if he shall fail to purchase and pay the premium on any policy of insurance, then the mortgagee may pay or advance such sums as may be necessary to pay such tax assessments or governmental levy, or such insurance premium, and the amount so paid shall be added to and become a part of the debt secured hereby.

X. The mortgagor further agrees that should there be default in the payment of any installment of principal or interest on said debt, or should he otherwise fail in the strict performance of this contract, and any expense is incurred by the mortgagee in the way of attorney's fee, abstracting, examining records, travel, or any other expense resulting from such default, then such items of expense may be added to and become a part of the debt secured hereby.

XI. The mortgagor further agrees that should he fail to make the payments as herein provided or should he fail to perform any other covenant or condition of this contract, in the case of a foreclosure action he will pay, in addition to the principal and interest then due and in addition to any items of expense above mentioned, such sum as the court may adjudge reasonable as attorney's fee in such foreclosure action.

XII. Further, in case of default, it is agreed that the mortgagee may immediately take possession of the mortgaged property in case it is vacant or, if occupied by a tenant, then the mortgagee may immediately collect and retain any and all accrued, or accruing, rentals and apply the same upon the debt secured hereby, and this instrument shall be construed and shall have the effect of an assignment of such accrued, and accruing, rentals. Also, in case action is brought to foreclose this mortgage or to collect the debt secured hereby, the mortgagor consents that a receiver may be appointed by the Court without notice to the mortgagor, and the Court is authorized to empower such receiver to take charge of the mortgaged property, to collect and receive rentals thereon, or otherwise manage the said property for the protection of the parties during the pendency of such foreclosure action.

XIII. The mortgagor further represents that the funds loaned by the mortgagee and secured by this mortgage are to be used to pay a portion of the purchase price of the mortgaged premises, and in any action upon this instrument this mortgage shall be construed as a purchase money mortgage.

XIV. It is further agreed that the covenants and agreements herein contained are joint and several and shall be binding upon, and inure to the benefit of, the heirs, devisees, legal representatives, successors in interest or assigns of the parties hereto. If more than one joins in the execution hereof or if any be of the feminine sex, the pronouns and relative words used shall be read as if written in the plural or the feminine respectively.

Witness the hand and seal of the mortgagor on the 24 day of January, 1967.

*Marshall J. Shields*  
Marshall J. Shields  
*Pearl W. Shields*  
Pearl W. Shields

STATE OF ~~WASHINGTON~~ *Idaho* } ss  
County of *BANNER*

On this day personally appeared before me

*Marshall Shield and Pearl W. Shields*

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that *They* signed the same as *their* free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this

24 day of

*Jan*

1967.

*Ronald H. McEnnis*  
Notary Public in and for the State of ~~Washington~~ *Idaho* residing at *Brant River*



68080

REAL ESTATE MORTGAGE

Mortgagors

*Marshall J. Shields*  
-10-  
*at*

FIRST FEDERAL  
SAVINGS AND LOAN ASSOCIATION  
Vancouver, Washington

Mortgagee

STATE OF WASHINGTON } ss  
County of *Shoshone*

Filed for record at the request of mortgagee on *20*

*Jan* *1967*

at *9:00* minutes past *4* o'clock *a.m.*

and recorded in Vol. *15* of Mortgages,

page *419-20*, Records of said County.

By *Ellen Wood* County Auditor.

*E. Mungel* Deputy.

REGISTERED	INDEXED	DIR.	INDIRECT	RECORDED	COMPARED	MAILED