

5. In the event that any portion or all of said mortgaged property shall be taken under the right of eminent domain or condemnation, the mortgagee shall have the right, if it so elects, to require that all or any portion of the moneys payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by the mortgagor in such proceedings, shall be paid to the mortgagee and applied by it first upon any reasonable costs and expenses and attorneys' fees necessarily paid or incurred by the mortgagee in such proceedings, and the balance applied upon the indebtedness secured hereby; and the mortgagor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon the mortgagee's request.

6. The mortgagor agrees to pay to the mortgagee all reasonable expenses incurred by mortgagee, at any time necessary in mortgagee's opinion for the protection of its interests or the enforcement of its rights, including but not limited to the cost of searching records, obtaining title reports, surveyors' reports, attorneys' opinions or mortgagee's title insurance, whether or not in connection with any suit or action; and the amount of such expenses, with interest thereon from the date incurred at the rate set forth in the note secured hereby, if not repaid by mortgagor upon demand, shall be secured by this mortgage.

7. As an additional security and pledge for the payment of said indebtedness, and subject to the terms and provisions of this mortgage, said mortgagor hereby bargains, sells and assigns to said mortgagee all the rents, issues and profits of said property 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, issues and profits of said property 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 agrees forthwith to surrender possession of said property to any receiver so appointed.

8. In the event that the mortgaged property shall consist of real and personal property constituting an operating entity, such as an apartment house, industrial plant, hotel, or furnished dwelling, it is agreed that all of said mortgaged property, both real and personal, whether such personal property be actually affixed to said real property or not, together with any and all additions thereto, may, at the option of the mortgagee be sold upon foreclosure, either as a unit including both real and personal property subject to redemption as a unit, or separately; and in the event that such personal property shall be sold separately, such sale shall be in accordance with the procedure applicable to the sale of personal property upon the foreclosure of a chattel mortgage, with no right of redemption. If said mortgaged property shall be sold as a unit, and shall thereafter be redeemed, there shall be added to the amount to be paid for such redemption such amount as the purchaser at foreclosure sale, or such purchaser's successor in interest at the time of redemption, shall have expended during the redemption period to keep said property in satisfactory condition, including the cost of repairs and improvements made in the normal course of the administration of said property.

9. The mortgagor reserves the privilege of repaying at any time without premium or fee, the entire indebtedness secured hereby, or any part thereof, not less than the amount of one installment, or One Hundred (\$100.00) Dollars, whichever is less.

10. The mortgagor further agrees to pay to the mortgagee all costs, disbursements, and reasonable attorneys' fees incurred by mortgagee in any suit to foreclose this mortgage, or in any suit or other proceedings which mortgagee is obliged to prosecute or defend in order to protect the lien hereof, or in collecting any delinquent installment whether or not any suit or action is commenced; and the amount of such costs, disbursements or fees, with interest thereon from the date incurred or paid at the rate set forth in the note secured hereby, if not repaid by mortgagor upon demand, shall be secured by this mortgage.

11. In the event of any transfer of the property herein described or any part thereof or any interest therein, whether voluntary or involuntary or by operation of law, the Mortgagee may, without notice to the Mortgagor or any one else, extend the time of payment, execute releases or partial releases from the lien of this mortgage or in any other respect modify the terms hereof without thereby affecting the personal liability of the Mortgagor for the payment of the indebtedness hereby secured.

12. As additional security for the payment of said indebtedness, the Mortgagor further agrees to assign to the Mortgagee, upon request by the Mortgagee, and in such manner as the Mortgagee may require, any and all leases now or hereafter, during the period of the mortgage, entered into by the Mortgagor with respect to the above described real property, or any portion thereof.

13. It is expressly understood and agreed that time and the exact performance of all the conditions hereof are of the essence of this contract.

In the event that this mortgage is executed by two or more mortgagors, the liability of each mortgagor shall be joint and several; and the covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties thereto.

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

William H. Ashbaugh
William H. Ashbaugh

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON, }
County of MULTNOMAH } ss.

THIS CERTIFIES that on this 10th day of APRIL, 1969, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared the within named WILLIAM H. ASHBAUGH

known to me to be the identical person.... described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily for the purposes and uses therein mentioned.

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

My Commission Expires April 14, 1971

Robert J. Brunner
Notary Public in And for said County and State

