

make up such deficiency. Accordingly, if there should be a default made under the provisions of this mortgage resulting in a public sale of the premises covered thereby, or if the Mortgagee acquires the property otherwise after default, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under this paragraph shall be applied as a credit against the amount of the principal then remaining due under said note.

Furthermore this mortgage also secures any advances which the Mortgagee may make to the Mortgagor, or their successors in title or interest, for any purpose, at any time before its release and cancellation hereof, but at no time shall such advances together with the balance remaining due upon the original obligation exceed the sum first secured hereby, nor shall the term of this mortgage be increased, providing, however, that a term in this paragraph contained shall be considered as limiting the amount that may be secured hereby when advanced to protect Mortgagee's security or in accordance with other covenants contained herein.

It is further mutually covenanted and agreed by and between the parties herein, for themselves, their heirs, personal representatives, successors and assigns, that the owner and holder of this mortgage and of the promissory note secured thereby shall have the right, without notice, to grant to any person liable for said mortgage indebtedness, any extension of time for payment of all or any part thereof, without in any way affecting the personal liability of any party obligated to pay such indebtedness.

IT IS FURTHER EXPRESSLY AGREED: That should the said Mortgagors fail to make payment of any taxes or other charges payable by them as hereinbefore agreed, or suffer said premises to become subject to any lien or incumbrance having precedence to this mortgage, as hereinbefore provided against the said Mortgagee, at its option, make payment thereof and the amount so paid, with interest thereon at the rate of ten per cent (10%) per annum shall be added to and become a part of the debt secured by this mortgage, without waiver, however, of any right of said Mortgagee arising from the breach of any of said covenants. The Mortgagee may collect a monthly late charge not to exceed two cents (2c) for each one dollar (\$1.00) of each payment more than ten (10) days in arrears to cover the extra expense involved in handling delinquent payments; without prejudice, however, to the Mortgagee's right to consider each such delinquency as a breach of covenant by the Mortgagor.

In the event the security is sold either by deed or contract of sale or otherwise conveyed to any person in part, and the mortgage debt remain unpaid at time of sale, then at the option of the Mortgagee, after written notice by United States Mail to the Mortgagor, the rate of interest upon the indebtedness secured hereby shall from and after the date of exercise of the option, be increased to the extent of two percent (2%) or such lesser sum as the Mortgagee shall elect; provided said option shall never be used to establish an interest rate in excess of the maximum allowed by law and if this mortgage is assumed, Mortgagee's assumption fee or insurance transfer charge shall be paid by assuming party.

While not in default, the Mortgagors may collect and enjoy the rents, issues and profits produced by the premises, but in case of default in any payment, or any default under provisions undertaken by the Mortgagors hereby, the Mortgagee shall have the right to collect such rents, issues and profits and to expend such portion thereof as may be necessary for the maintenance and operation of said property and apply the balance, less reasonable costs of collection, upon the indebtedness secured hereby, until all delinquent payments shall have been fully discharged.

In the event suit is instituted to effect such foreclosure, the said Mortgagee, its successors or assigns, may recover thereon as Attorney's fees such sum as the Court may adjudge reasonable and shall pay such reasonable cost of securing the recovery and abstracting the same as necessary may be incurred in foreclosing this mortgage or defending the same, with costs that may be included in the decree of foreclosure. Upon sale in any foreclosure proceeding, the entire sale shall be subject to the power and the purchaser at any such sale shall be let into immediate and full possession of the above premises.

That in the event suit is instituted to effect such foreclosure, the said Mortgagee, its successors or assigns, shall as a matter of right and without regard to the sufficiency of the security or of waste or danger of multiplication of secured properties of the Mortgagors, be entitled forthwith to have a receiver appointed for all the property hereby mortgaged, and the Mortgagors hereby expressly consent to the appointment of a receiver by and the court of competent jurisdiction and expressly stipulate, covenant and agree that such receiver may maintain, protect and control all the mortgaged property until the final determination of such suit or proceeding.

Wherever the term "mortgagee" occurs herein it shall mean the Mortgagee herein named and its personal executor, administrator and the liability hereunder shall be joint and several.

Dated at ~~Washouak~~ Washington, Washouak

February 17, 1976 A.D.

Virgil H. Hudson

PARTIES

Loan No. 530-70

MORTGAGE

From

Virgil H. Hudson and Juanita
H. Hudson, husband and wife

to the

VANCOUVER FEDERAL SAVINGS
AND LOAN ASSOCIATION
Vancouver, Washington

Mail to

VANCOUVER FEDERAL SAVINGS
AND LOAN ASSOCIATION
Vancouver, Washington

STATE OF WASHINGTON
COUNTY OF CLARK

On this day personally appeared before me, Virgil H. Hudson and Juanita Hudson, husband and wife to me known to be the individual(s) described herein and who executed the within 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

12th

day of February

A.D. 1976

Notary Public in and for the State of Washington
residing at ~~Washouak~~, therein.

Canon

