

THIRD: THAT THE MORTGAGORS SHALL HAVE THE RIGHT TO REMOVE ALL OR ANY OF THE TIMBER UPON THE SAID PREMISES, SUBJECT, HOWEVER, TO THE CONDITION THAT ON THE 10TH OF EACH CALENDAR MONTH DURING SAID PERIOD, THE MORTGAGORS SHALL AND WILL PAY TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS AT PORTLAND, OREGON, THE SUM OF TWO DOLLARS (\$2.00) FOR EACH THOUSAND FEET OF TIMBER, LUMBER OR LUMBER PRODUCTS AND 1.00 PER CORD FOR ALL CORD WOOD REMOVED FROM THE SAID PREMISES DURING THE PRECEDING CALENDAR MONTH, (WHICH PAYMENTS SHALL BE CREDITED UPON THE PRINCIPAL OF THE NOTE NEXT COMING DUE) AND AT THE SAME TIME SHALL FURNISH SAID MORTGAGEE A STATEMENT OF ALL SHIPMENTS OF TIMBER, LUMBER OR LUMBER PRODUCTS MADE DURING THE SAID CALENDAR MONTH, AND THAT AS FAST AS ANY SHIPMENTS ARE MADE OF TIMBER, LUMBER OR LUMBER PRODUCTS FROM THE SAID PREMISES, COPIES OF THE BILLS OF LADING FOR EACH CARLOAD THEREOF WILL BE DELIVERED BY THE MORTGAGORS HEREIN, TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS AT ITS PORTLAND OFFICE.

FOURTH: THAT THE MORTGAGORS SHALL CARRY ON THE LOGGING OPERATIONS UPON SAID PREMISES IN A WORKMANLIKE MANNER, AND ACCORDING TO THE APPROVED LOGGING METHODS, AND SHALL PROMPTLY COMPLY WITH ALL REQUIREMENTS OF THE DEPARTMENT OF FORESTRY OF THE STATE OF WASHINGTON AND OF THE UNITED STATES, RELATIVE TO THE BURNING OF SLASHINGS, AND OTHER PROVISIONS FOR FIRE PROTECTION.

FIFTH: THAT THE MORTGAGORS SHALL AND WILL PAY PRIOR TO DELINQUENCY, ALL OF THE TAXES THAT MAY BE LEVIED OR ASSESSED UPON OR AGAINST THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$  OF NE $\frac{1}{4}$ ) OF SECTION SEVEN (7), AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW $\frac{1}{4}$  OF NW $\frac{1}{4}$ ) OF SECTION EIGHT (8), TOWNSHIP THREE (3) NORTH OF RANGE EIGHT (8) EAST OF THE WILLAMETTE MERIDIAN, BEGINNING WITH THE TAXES THEREOF FOR THE YEAR OF 1923, UP TO AND INCLUDING THE TAXES FOR THE YEAR OF 1927, UNLESS IN THE MEANTIME ALL OF THE TIMBER THEREON HAS BEEN REMOVED THEREFROM.

IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED, BETWEEN THE PARTIES, AS FOLLOWS:

A. SHOULD THE <sup>SAID</sup> MORTGAGORS THEIR HEIRS, LEGAL REPRESENTATIVES OR ASSIGNS FAIL TO PAY THE SAID NOTES, AND / OR THE INTEREST THEREON, OR ANY OF THEM, AS THE SAME BECOME DUE, OR TO MAKE THE PAYMENTS PROVIDED FOR IN THE PRECEDING PARAGRAPH HEREOF ON ACCOUNT OF REMOVAL OF TIMBER, LUMBER OR LUMBER PRODUCTS FROM THE SAID PREMISES AS HEREIN PROVIDED FOR, OR TO COMPLY WITH THE PROVISIONS OF THE "FOURTH" AND "FIFTH" PARAGRAPHS HEREOF, THE ENTIRE DEBT SECURED BY THIS MORTGAGE, SHALL AT ONCE BECOME DUE AND PAYABLE, IF THE HOLDER THEREOF SO ELECTS, AND ALL NOTICE OF SUCH ELECTION IS HEREBY WAIVED.

B. SHOULD THE SAID MORTGAGORS, THEIR HEIRS, LEGAL REPRESENTATIVES OR ASSIGNS FAIL TO MAKE THE PAYMENTS OF ANY TAXES, ASSESSMENTS AND OTHER CHARGES PAYABLE, BY THEM, THE SAID MORTGAGEE MAY AT ITS OPTION MAKE PAYMENT THEREOF, AND THE AMOUNT SO PAID WITH INTEREST THEREON AT SEVEN PER CENT (7%) PER ANNUM, SHALL BE ADDED TO AND BECOME A PART OF THE DEBT SECURED BY THIS MORTGAGE, WITHOUT WAIVER OF ANY RIGHTS ARISING FROM BREACH OF ANY OF THE COVENANTS, AND FOR SUCH PAYMENTS WITH INTEREST AS AFORESAID, THE PREMISES HEREINBEFORE DESCRIBED, AS WELL AS THE MORTGAGORS THEIR HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS SHALL BE BOUND TO THE SAME EXTENT THAT THEY ARE BOUND FOR THE PAYMENT OF THE NOTES HEREIN DESCRIBED.

C. IN THE EVENT OF THIS MORTGAGE BEING FORECLOSED, OR ANY PROCEEDINGS BEING BROUGHT FOR THAT PURPOSE, OR FOR THE ENFORCEMENT OF THE RIGHTS OF THE MORTGAGEE, ITS SUCCESSORS OR ASSIGNS HEREIN, THE SAID MORTGAGORS THEIR HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS SHALL PAY SUCH SUM AS THE COURT MAY ADJUDGE REASONABLE AS ATTORNEY'S FEES IN ADDITION TO COSTS AND DISBURSEMENTS ALLOWED BY LAW, AND SUCH ATTORNEY'S