

This mortgage is a second mortgage on said above described premises, being subject to a first mortgage on all of said premises to the Perham Fruit Company of Yakima, Washington.

And the said Mortgagors, for themselves, and for their heirs and assigns, hereby covenant and agree, to and with the said Mortgagee, his heirs and assigns, as follows:

1. That the Mortgagors will pay each and all of said notes promptly as they become due, and all other indebtedness now or hereafter owing to the mortgagee, secured by this mortgage.
2. That the Mortgagors have a valid and unincumbered title in fee simple to said premises except as herein stated.
3. That the Mortgagors will keep the improvements therein in good repair, and will not do or permit any waste of the premises hereby mortgaged, nor remove any improvement therefrom, nor cut or destroy any orchard thereon.
4. That the Mortgagors will pay all taxes, assessments and charges that may be assessed or levied on said premises or the water and water rights appurtenant thereto, and on this mortgage, and on the debt hereby secured before they become delinquent.
5. That during the existence of this debt the mortgagors will keep the present buildings or any which may hereafter be erected on the said premises, insured against fire, to the extent of \$7,000.00, loss, if any, payable to said respective mortgagees as their respective interests shall appear, in some Fire Insurance Company, or companies, satisfactory to the respective mortgagees, and to deliver the policies and renewals thereof to the mortgagees as the priority of their respective mortgages shall require, promptly after the issue thereof, and should said Mortgagors fail to insure as herein provided the said Mortgagees may do so at the expense of the said Mortgagors.
6. The Mortgagors waive all rights of homestead and exemption as to the mortgagee, and all who may acquire title to the mortgaged premises.
7. If at any time it may be necessary to protect the lien on the mortgaged premises or its rents and profits as herein provided, either before or after the maturity of the indebtedness hereby secured, or at the time of or at any time after the institution of suit to foreclose this mortgage, the mortgagee shall have the right to the appointment by any proper court having jurisdiction of a Receiver to collect the rents, issues and profits of the mortgaged premises, and after paying the expenses of the receivership, to apply the same to the payment of any obligation secured by this mortgage; the said receivership at the option of the mortgagee may continue until the full payment of all obligations hereby secured, or until title to the mortgaged premises shall have passed on execution sale under this mortgage, including the period of redemption.

NOW, THEREFORE, IF the said Mortgagors shall pay all and every of said notes, taxes, assessments and charges, and shall in all other respects fully satisfy and comply with the covenants hereinbefore set forth and enumerated, this conveyance shall be void. But if said Mortgagors shall fail to pay when due the principal or interest of any of said notes, or other indebtedness secured hereby, or in any other respect shall fail to comply with any of the covenants hereinbefore set forth, then as often as any such breach shall occur, the said Mortgagee, or his successors or assigns, may at any time thereafter declare the whole of the principal sum, or so much thereof as at the time of such declaration may remain unpaid, to be at once due and payable, as well as all interest thereon up to the date when payment may be made, or judgment rendered therefor against said Mortgagors, and foreclosure of this mortgage may be entered, and the said Mortgagee, his heirs, successors or assigns, may at any time after such breach as aforesaid, proceed to foreclose this mortgage to compel payment to be made of the full amount due and payable.

It is Further expressly agreed -