

MORTGAGE RECORD T
SKAMANIA COUNTY, WASHINGTON

though his claim were set forth, listed and included in said statement delivered to the mortgagee.

7. If all of the debts of the mortgagor, which are secured by the lien hereof, are not fully paid and satisfied within six (6) months after the date hereof, or if the mortgagor shall be adjudicated a bankrupt, or if a receiver shall be appointed for the mortgagor and its properties and assets, then and in any of such events the mortgagee may at his option and, upon the written direction of at least 50 per cent, in number and amount of the present creditors, shall proceed to protect and enforce his rights under this mortgage by any appropriate judicial proceedings which the mortgagee shall deem most effectual..

8. All money paid by the mortgagor to the mortgagee for distribution to creditors whose debts are secured by the lien of this mortgage, and all moneys received by the mortgagee upon foreclosure, shall be held, administered and distributed by the mortgagee in the following order of priority:

First: In payment of the expenses and charges of the mortgagee for administration of the duties imposed upon him hereunder;

Second: In payment pro rata of said present advance of \$5000.00 and all future advances made by the Bank and all future payments made by any other of the present creditors in the manner and for the purposes and with the consent of the Bank as set forth herein;

Third: In payment pro rata of the present debts of the mortgagor to the creditors of the mortgagor; and

Fourth: Any balance after distribution provided under items, First, Second and Third to the mortgagor, its successors and assigns.

9. If the mortgagee shall institute a suit or proceeding to foreclose this mortgage the mortgagee shall be entitled to have appointed a receiver of the properties covered hereby and of the business and all assets of the mortgagor, and of the rents, issues and profits thereof, and shall be entitled to recover in said suit or proceeding, as attorney's fees, such sum as the court may adjudge reasonable in addition to the costs and disbursements allowed by law, and the fees of the receiver and the attorney's fees so allowed shall be secured by the lien of this mortgage.

10. In the event of a sale upon foreclosure the property hereby mortgaged may be sold as an entirety or in parcels of any size and amount as may be most convenient to facilitate the disposal of the property and the mortgagee or any creditor of the mortgagor may become a purchaser at such sale.

11. All rights and remedies of the mortgagee herein provided shall be cumulative and shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute, and every right and remedy given to the mortgagee may be exercised from time to time and as often as may be deemed expedient. No delay in exercising any option, right or remedy shall be construed as a waiver of such right, remedy or option.

12. In accepting this mortgage the mortgagee in no way assumes any liability whatever for or on account of said mortgaged premises, or the title thereto, or the sufficiency of the security, or the possession, custody or control thereof, or for depreciation in value, or for taxes, assessments, or other public or private charges thereon or obligations with respect thereto, and shall not be held accountable for nor liable for the payment of taxes or other liens or insurance upon said mortgaged property nor for any other payment excepting only to the extent and amount of money in his hands by way of payment by the mortgagor upon said indebtedness, or money paid to him by said creditors or any of them to enable the mortgagee to perform some specified duty or make some specified