

MORTGAGE RECORD T
SKAMANIA COUNTY, WASHINGTON

227

JOHNSON-COX COMPANY, PRINTERS, TACOMA — 42858

Witness: A. D. Orme

(her mark) ✱ Stella Cannavina

Second. Payment of all cost^s and expenses, including cost of evidence of title and attorney's fees in a reasonable sum to be fixed by the Court, in any action brought to foreclose this Mortgage, or in any action or proceeding affecting or purporting to affect the security of this Mortgage or the rights of Mortgagee hereunder, in which Mortgagee may appear, whether brought by or against Mortgator or Mortgagee, and whether such foreclosure action or other action or proceeding progress to judgment or not.

Third. Payment and/or performance of every obligation, covenant, promise or agreement herein contained.

A. Mortgagor promises and agrees during the continuance of this Mortgage:

1. For the purpose of protecting and preserving the security of this Mortgage:

(a) to properly care for and keep said mortgaged property in good condition and repair; (b) not to remove or demolish any building thereon; (c) to complete in good and workman-like manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; (d) to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; (e) not to commit or permit any waste or deterioration thereof; (f) not to commit, suffer or permit any act to be done in or upon said property in violation of any law or ordinance; (g) to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary to protect and preserve said security, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Mortgagee fire insurance satisfactory to and with loss payable to Mortgagee. The amount collected under any fire insurance policy shall be credited first, to accrued interest; next, to expenditures hereunder and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon principal; provided, however, that at option of Mortgagee, the entire amount so collected or any part thereof may be released to Mortgagor.

3. To appear in and defend any action or proceeding affecting or purporting to affect the security of this Mortgage or the rights of Mortgagee hereunder.

4. To pay before default or delinquency all taxes, assessments or incumbrances (including any debt secured by Deed of Trust), which appear to be prior liens or charges upon said property or any part thereof, including assessments on appurtenant water stock, and any accrued interest, cost or penalty thereon.

5. To Pay within thirty days after expenditure, without demand, all sums expended by Mortgagee under the terms hereof, with interest from date of expenditure at the rate of ten per cent per annum.

B. Should Mortgagor fail or refuse to make any payment or do any act, which he is obligated hereunder to make or do, at the time and in the manner herein provided, then Mortgagee may, without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof:

1. Make or do the same in such manner and to such extent as he may deem necessary to protect the security of this Mortgage, Mortgagee being authorized to enter upon and take possession of said property for such purposes.

2. Commence, appear in or defend any action or proceeding affecting or purporting to affect the security of this Mortgage or the rights of Mortgagee hereunder, whether brought by or against Mortgagor or Mortgagee; or

3. Pay, purchase, contest or compromise any prior claim, debt, lien, charge or