

MORTGAGE RECORD T

SKAMANIA COUNTY, WASHINGTON

#259.

JOHNSON-COX COMPANY, PRINTERS, TACOMA—42988

said premises except for domestic use; to maintain and cultivate the premises in a good and husband-like manner; to keep the orchards on said land properly irrigated, cultivated, sprayed and cared for; and not to commit or suffer waste of any kind whatsoever upon said premises;

To complete all buildings in course of construction, or about to be constructed thereon, within a reasonable time from the date hereof in accordance with the agreement heretofore made between the parties hereto;

To keep all buildings in good repair and unceasingly insured against loss or damage by fire in manner and form satisfactory to the mortgagee, and in a company or companies to be approved by the mortgagee, in such sum as shall be approved by the mortgagee; to pay all premiums and charges on all such insurance when due; to deposit with the mortgagee all insurance policies whatsoever affecting the mortgaged premises, with receipts showing payment in full of all premiums and charges affecting said policies; and that all insurance whatsoever affecting the mortgaged premises shall be made payable, in case of loss, to the mortgagee, with a mortgage clause in favor of and satisfactory to the mortgagee. Any sum received by the mortgagee in settlement of an insured loss may be applied at his option to discharge such portion of the indebtedness secured hereby as he shall designate or to rebuilding or restoring the premises.

To expend all moneys loaned to the mortgagor and secured by this mortgage only for the purposes set out in the original application for this loan, unless the mortgagee shall otherwise consent in writing.

Should the mortgagors be or become in default in any of the foregoing covenants or agreements, then the mortgagee (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may at his option perform the same in whole or in part; and all expenditures made by the mortgagee in so doing, or under any of the covenants or agreements herein, shall draw interest at the rate of five per cent per annum, and shall be repayable immediately by the mortgagors without demand, and, together with interest and costs accruing thereon, shall be secured by this mortgage.

If any of the mortgaged property shall be taken under right of eminent domain all compensation for the portion taken and damages to the remaining portion shall be paid to the mortgagee to be applied upon such portion of the indebtedness secured hereby as he shall designate.

Time is material and of the essence hereof and in case of breach of any of the covenants hereof or if default be made in the payment of any of the sums hereby secured or in the performance of any of the covenants and agreements herein contained, then, in any such case, the balance of unpaid principal with accrued interest and all other indebtedness hereby secured, shall, at the election of the mortgagee become immediately due without notice, and this mortgage may be foreclosed; but the failure of the mortgagee to exercise such option in any one or more instances shall not be considered as a waiver or relinquishment of the right to exercise such option in case of any default, but such option shall be and remain continuously in full force and effect.

In any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or in any suit which the mortgagee may be obliged to prosecute or defend to effect or protect the lien hereof, the mortgagors agree to pay a reasonable sum as attorney's fees and all costs and expenses, including cost of