

MORTGAGE RECORD T
SKAMANIA COUNTY, WASHINGTON

settle (or cause to be removed by suit or otherwise) all adverse claims against said property.

2. In case said taxes, assessments, or incumbrances so agreed to be paid by Mortgagor or be not so paid, or said buildings so insured and said policies so assigned, or said adverse claims so paid, settled or removed, then Mortgagee, being hereby made sole judge of the legality thereof, may, without notice to mortgagor, pay such taxes, assessments or incumbrances, obtain such policies of insurance and pay or settle or cause to be removed by suit or otherwise all such adverse claims.

3. In the event of loss under said policies of fire insurance, the amount collected thereon shall be credited first to interest then due upon said indebtedness, next upon any advances secured hereby and the remainder, if any, may, at the option of mortgagee, be applied and credited upon principal, in which case interest shall thereupon cease on the amount so credited on principal; or at the option of mortgagee, said remainder may be released to mortgagor for the purpose of making repairs or improvements upon said property, in which case mortgagee shall not be obliged to see to the application of the sum so released, nor shall said remainder be deemed a payment of any indebtedness secured hereby.

B. Mortgagor agrees to keep said property in good condition and repair and to permit no waste thereof, and should said property, or any part thereof, require any inspection, repair, cultivation, irrigation, protection, care or attention of any kind or nature not provided by mortgagor, then mortgagee, being hereby made sole judge of the necessity therefor, may, without notice to mortgagor, enter, or cause entry to be made upon said property, and inspect, repair, cultivate, irrigate, fertilize, fumigate, protect, care for or maintain said property as mortgagee may deem necessary. All sums expended by mortgagee in doing any of the things in this mortgage authorized are secured hereby and shall be paid to mortgagee by mortgagor in said gold coin, on demand, with interest from date of expenditure at the rate named in the promissory note secured hereby.

C. In consideration of the indebtedness evidenced by said promissory note, Mortgagor waives all right either to apply for, or to procure, registration of said property or any part thereof under the provisions of the "Land Title Law," and hereby agrees:

1. That to bring said property or any part thereof under the operation of said law would impair the security of this obligation;

2. That mortgagor will not cause or permit any part of said property to be brought under the operation of said law;

3. That if, at any time, the owner of any part of said property shall file a petition for registration, or if any part of said property be registered under the provisions of said law, filing such petition for registration, or such registration shall each constitute a default in performance of the covenants and agreements herein contained on the part of Mortgagor, and the whole sum of money secured by this mortgage shall, at the option of the holder of said promissory note, become immediately due and mortgagee may proceed to foreclose this mortgage in accordance with its terms.

D. The maker thereof promises to pay said promissory note according to its terms and conditions, and in case of default in payment of principal or interest, when due, or in payment of any other money herein agreed to be paid, or in performance of any covenant or agreement herein contained on the part of Mortgagor, the whole sum of money then secured by this mortgage shall, at the option of the holder of said promissory note, become immediately due and this mortgage may thereupon, or at any time during such default, be foreclosed, and filing of a complaint in foreclosure shall be conclusive notice of the due exercise of such option.