

MORTGAGE RECORD T  
SKAMANIA COUNTY, WASHINGTON

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JOHNSON-COX COMPANY, PRINTERS, TACOMA 41954

due and payable, or if default be made in the performance of any of the stipulations, agreements, conditions or covenants contained in this mortgage or in said note, or if any law shall be passed imposing on the mortgagee the payment of the whole or any part of the taxes or assessments which the mortgagor agrees to pay, or if any court of competent jurisdiction shall render a decision that the mortgagor's undertaking to pay any such taxes or assessments is legally inoperative, then 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 of the right to exercise such option <sup>in case</sup> of any default.

18. Mortgagor covenants and agrees if foreclosure proceedings of any second mortgage or any junior lien of any kind should be instituted, the corporation may at its option immediately declare its lien and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

19. Mortgagor covenants and agrees that in the event the ownership of the mortgaged premises or any part thereof, becomes vested in a person other than the mortgagor, the corporation, its successors and assigns, may, without notice to the mortgagor, deal with such <sup>or successors</sup> successor/ in interest with reference to this mortgage and the debt hereby secured in the same manner as with the mortgagor without any way vitiating or discharging the mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the corporation or its assigns and no extension of the time of the payment of the debt hereby secured given by the corporation or its assigns shall operate to release, discharge, modify, change or affect the original liability of the mortgagor herein either in whole or in part.

20. That in the event the premises or any part thereof are taken under the power of eminent domain, the entire award shall be paid to the corporation and applied upon the principal last maturing hereon, and the Corporation is hereby empowered in the name of the mortgagor or the mortgagor's assigns to receive and give acquittance for any such award or judgment whether it be joint or several.

21. It is the intention of the mortgagor that this mortgage shall be a first lien on the real property herein described and that it shall have priority over any claim of homestead in said premises, now of record, or hereafter recorded and the mortgagor now, in consideration of the loan secured hereby, expressly waives the right to possession of said premises during the statutory period of redemption, in the event of a foreclosure and sale.

22. In any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or in any suit <sup>which</sup> the mortgagee may be obliged to defend to effect or protect the lien hereof, the mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with such suit, and further agrees to pay the reasonable costs of searching records and abstracting or insuring the title, and such sums shall be secured hereby and included in the decree of foreclosure.

23. The rents, issues and profits of the property, to and until the maturity of the debt secured hereby, either by lapse of time or by reason of default of the mortgagor, shall belong to the mortgagor, but upon such maturity for any cause, the mortgagee shall have the right forthwith to enter into and upon the premises and take possession thereof, and to collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection as follows: