

MORTGAGE RECORD T
SKAMANIA COUNTY, WASHINGTON

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JOHNSON-COX COMPANY, PRINTERS, TACOMA—42956

by this mortgage or any other obligation of the undersigned to the Mortgagee; (3) the Mortgagee's discovery of the undersigned's failure in any of said applications to disclose any fact deemed by the Mortgagee to be material or of the making therein or in any of the said agreements of any misrepresentation by, on behalf of, or for the benefit of the undersigned; (4) the undersigned's sale, lease, transfer or pledge (or the making of any agreement therefor) of its interest in any part of the collateral, or of all its assets or property or any part thereof deemed by the Mortgagee to be substantial, without a written agreement by the purchaser, lessee, transferee or pledgee with and in form satisfactory to the Mortgagee protecting the rights and powers of the Mortgagee in respect of the indebtedness and the collateral; (5) the reorganization or merger or consolidation of the undersigned (or the making of any agreement therefor) in any manner deemed by the Mortgagee to affect its rights adversely; (6) the undersigned's failure duly to account, to the Mortgagee's satisfaction, at such time or times as the Mortgagee may require, for any of the collateral or proceeds thereof delivered or caused to be delivered to the undersigned by the Mortgagee, or otherwise coming into the control of the undersigned; or (7) the institution of any suit affecting the undersigned deemed by the Mortgagee to affect adversely its interest hereunder in the collateral or otherwise. The Mortgagee's failure to exercise its rights under this paragraph shall not constitute a waiver thereof;

That the Mortgagor is lawfully seized of said premises, and now has a valid and unencumbered fee simple title thereto, and that it will forever warrant and defend the same against the claims and demands of all persons whomsoever;

That the Mortgagor is the sole and only owner of all of the personal property herein mortgaged, free and clear of all liens and encumbrances whatsoever, that it has the right and lawful authority to mortgage the same and that it will forever warrant and defend the same against the claims and demands of all persons whomsoever;

That it will pay the said promissory note and all installments of interest thereon promptly as the same become due, according to the tenor of said note;

That so long as this mortgage shall remain in force it will pay all taxes, assessments and other charges of every nature which may be levied or assessed upon or against the said mortgaged property when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanic's liens or other encumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to or on a parity with the lien of this mortgage;

That it will keep all the improvements erected or hereafter erected or placed on said premises in good order and repair, and will also keep all of the mortgaged goods and chattels in good order and repair and in efficient condition for the use for which they are adapted and kept, and will replace any such which are lost, damaged or destroyed, and will not commit or suffer any waste of the premises hereby mortgaged;

That so long as this mortgage shall remain in force it will keep the buildings now erected, or which may hereafter be erected on said premises, and all of the mortgaged goods and chattels, insured against loss or damage by fire to the extent of \$1,000,000.00, in some Company or Companies acceptable to said Mortgagee and for the benefit of said Mortgagee and will deliver the policies and renewals thereof to said Mortgagee;

That so long as the debt secured by this mortgage, or any part thereof, remains unpaid, the Mortgagor agrees that it will provide and maintain other and further insurance against all such risks to its property and business, of such kind and character, in such Companies and amounts, and each policy to be in form, as shall be required by and satis-