

MORTGAGE RECORD T  
SKAMANIA COUNTY, WASHINGTON

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 abstract or title search in connection with said suit, and such sums shall be secured hereby and included in the decree of foreclosure.

Upon maturity of said indebtedness for any cause, the mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, and to collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises. The rents, issues and profits from said premises after default are hereby assigned and mortgaged to the mortgagee as additional security for the indebtedness herein described.

Each of the covenants and agreements herein shall be binding upon all successors in interest of each of the mortgagors, and each shall inure to the benefit of any successors in interest of the mortgagee.

This mortgage and the note secured hereby are executed and delivered under and in accordance with Part 3, Act of Congress entitled the Emergency Farm Mortgage Act of 1933, and any amendments thereto, and are subject to all the terms, conditions, and provisions thereof, which Act is made a part hereof the same as if set out in full herein.

The taking of other and additional security for the indebtedness hereby secured shall not operate as a waiver or relinquishment of the lien hereby created in whole or in part.

This mortgage is junior to a mortgage to The Federal Land Bank of Spokane, a corporation, in the sum of \$3000.00, dated October 1st, 1935, now of record in the proper office of the county where said land is situated.

IN WITNESS WHEREOF, the mortgagors have hereunto set their hands and seals the day and year first above written.

Earl J. Cummins

Lulu Cummins

State of Washington, )  
County of Skamania ) ss.

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 9th day of November, 1935, personally appeared before me Earl J. Cummins and Lulu Cummins, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the