

**MORTGAGE RECORD T**  
SKAMANIA COUNTY, WASHINGTON

547

JOHNSON-COX COMPANY, PRINTERS, TACOMA—42956

in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagor or Mortgagee hereunder; and

(8) That all property of the kind or description following now located on or used in connection with the mortgaged property is, and all such property hereafter located or used thereon (whether placed thereon by Mortgagor or others) and all additions, substitutions and renewals thereto shall be, part of said real property and subject to this mortgage, to-wit:

The water system complete, including all accessories and plumbing; the sewerage and draining system complete, including all accessories; the heating system complete, including all accessories, excepting, however, stoves and ranges, but including hot water heaters, oil burners, mechanical stokers, saw-dust burners and similar apparatus; all lighting fixtures, except light globes and table and floor lamps; all awnings, door and window screens, window shades and garbage cans; all trade fixtures; the irrigation system complete with all accessories; and the spraying system complete with all accessories.

B. AND IT IS HEREBY MUTUALLY COVENANTED AND AGREED BY AND BETWEEN MORTGAGOR AND MORTGAGEE:

(1) That all awards of damages in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Mortgagee, who may apply the same to payment of the installments last due under said note, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award;

(2) That no waiver by Mortgagee of performance of any obligation herein or in said note contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said obligations;

(3) That Mortgagee is hereby authorized and empowered, at its option, at any time, without notice and without affecting the liability of any person for payment of any indebtedness secured hereby or the lien upon said property hereby created or the priority of said lien, to:

(a) Deal in any way with Mortgagor or grant to Mortgagor any indulgences or forbearances or any extensions of the time for payment of any indebtedness secured hereby;

(b) Pay to or permit the use for any purpose by Mortgagor of any rents, revenues or other moneys received by Mortgagee under any insurance policy or award herein mentioned or otherwise; and

(c) Execute plats of any of said property and execute and deliver partial releases of any of said property from the lien created hereby;

(4) That each right, power and remedy herein conferred upon Mortgagee is cumulative of every other right or remedy of Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith;

(5) That all of the terms and provisions of said note are hereby made a part of this mortgage as if the same were set out in full at this place, and said note and this mortgage shall constitute and be construed as one instrument;

(6) That all moneys received by Mortgagee during continuance of any default hereunder by Mortgagor may be applied to the payment of any indebtedness secured hereby in such order as Mortgagee may determine, notwithstanding any provision to the contrary herein or in said note contained;

(7) That each covenant, agreement and provision herein contained shall apply to, inure to the benefit of and bind Mortgagor and Mortgagee and their respective assigns and successors in interest and shall bind all encumbrancers of any of said property whose liens or claims are junior or inferior to the lien created hereby, and the term 'Mortgagee' as used herein, shall include any lawful owner, holder or pledgee of any indebtedness secured hereby;