

MORTGAGE RECORD T

SKAMANIA COUNTY, WASHINGTON

(8) That wherever the context hereof requires, the masculine gender, as used herein shall include the feminine, and the singular number, as used herein, shall include the plural;

(9) That Mortgagee is subrogated to all of the right, title, lien and equity of the owners or holders of all obligations, claims, charges and liens upon or against any of said property heretofore or hereafter paid, purchased, refunded or settled by Mortgagee, whether for the benefit of Mortgagor or Mortgagee;

(10) That Mortgagor hereby waives, to the limit permitted by law, all homestead and exemption rights and the right to possession of said property during the period of redemption, and consents in any action to foreclose this mortgage to the appointment of a receiver, pendente lite, with usual powers;

(11) That upon payment of all indebtedness hereby secured and full performance hereunder by Mortgagor, Mortgagee shall execute and deliver to Mortgagor, within sixty days after written demand therefor by Mortgagor, a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or satisfaction by Mortgagee;

(12) That time is of the essence hereof and if default be made in performance of any covenant or agreement of Mortgagor herein contained or in making any payment under said note (or any extension or renewal thereof) or as herein provided, or if proceedings be instituted or process be issued to enforce any other lien, charge or encumbrance upon or against any of said property, or if Mortgagor be declared a bankrupt or insolvent or make an assignment for the benefit of any creditor or be placed under control of or in custody of any court, or if Mortgagor abandon any of said property, then in any of said events Mortgagee is hereby authorized and empowered, at its option, without notice and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder, to:

(a) Perform any such defaulted covenant or agreement to such extent as Mortgagee shall determine and enter upon said property, inspect, repair and maintain the same and perform such other acts thereon as Mortgagee shall deem necessary and advance all such moneys as Mortgagee shall deem necessary to expend for any such purpose, and all moneys so advanced and expended by Mortgagee, with interest thereon, from date of expenditure until repaid, at the rate specified in said note, are secured hereby and shall be repaid, immediately and without demand, by Mortgagor to Mortgagee;

(b) Declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and enforce any of the rights which accrue to Mortgagee hereunder; and

(c) In any action to foreclose this mortgage or to enforce any of the provisions hereof, Mortgagee shall be entitled to recover, in addition to costs and disbursements allowed by law, a reasonable attorney fee, together with the reasonable cost of searching and abstracting records, and if it shall be necessary for Mortgagee to commence or defend any other action to protect or establish any of its rights hereunder, the actual cost of bringing or defending such action shall be added to the mortgage debt secured hereby and bear interest at the rate specified in said note from date of the final determination of such action; and

(13) That this mortgage and said note shall be construed in accordance with the laws of the State of Washington, and should any of the provisions of said note or mortgage be held to be invalid, the remaining provisions thereof shall not be affected thereby.

Signed, Sealed and Delivered at Stevenson, Washington, This 30th day of December, 1935.