

MORTGAGE RECORD T

SKAMANIA COUNTY, WASHINGTON

(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 upon Mortgagee, 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;

(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