

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

BUT IF default be made in the payment of said principal sum of money, or any installment of principal or interest thereon, as provided in said note or notes, or if the Mortgagor fails to repay any and all advances made by the Mortgagee to or for the Mortgagor, (time being of the essence hereof), or if the Mortgagor fails to keep or comply with any of the covenants and agreements on his part to be kept and performed as herein stated, or in case any representations herein made by the Mortgagor prove false in any respect, or in case of the actual bankruptcy or of the insolvency of the Mortgagor, or if any of the property subject to the lien hereof is attached, levied upon, or for any reason taken possession of by any person other than the Mortgagee, or if the Mortgagor abandons any of said property, or if for any reason that Mortgagee should deem itself insecure, the Mortgagee may, at its option, exercise any or all remedies hereinafter specified, the exercise of which, or any of which shall be considered as optional with the Mortgagee and cumulative and not as a waiver of any other right or remedy which would otherwise exist in law or equity for the enforcement of this mortgage or the collection of the indebtedness secured thereby.

(a) The Mortgagee may perform any such defaulted covenants or agreement to such extent as the Mortgagee shall determine and may enter upon said property, inspect, repair, and maintain the same and may perform such other acts thereon as the Mortgagee shall deem necessary and, may advance all such moneys as the Mortgagee shall deem necessary to expend for any such purpose; and,

(b) The Mortgagee may declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and foreclose this mortgage at any time thereafter, and in such foreclosure the Court may, to the extent permitted by law, appoint a receiver to take possession of said property to collect the rents, profits and revenues therefrom, and to apply the proceeds thereof as the Court may direct;

B. AND IT IS HEREBY FURTHER COVENANTED AND AGREED BY AND BETWEEN THE MORTGAGOR AND THE MORTGAGEE THAT:

(1) The waiver by the Mortgagee of the performance of any covenant or obligation herein or in said note(s) contained shall not thereafter in any manner affect the right of the Mortgagee to require or enforce performance of the same or of any other of said covenants or obligations;

(2) Any and all moneys received by the Mortgagee during continuance of any default hereunder by the Mortgagor may be applied to the payment of any indebtedness secured hereby in such order as the Mortgagee may determine;

(3) Words used in this instrument in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural the singular; both words "Mortgagor" and "Mortgagee" shall be construed as including heirs, successors, administrators, executors, assigns, agents and principals of each; each covenant, agreement and provision contained herein shall apply to, inure to the benefit of, and bind the Mortgagor and the Mortgagee and all encumbrancers of any of said property whose liens or claims are junior or inferior to the lien created hereby;

(4) At any sale made hereunder, any of the parties hereto, if permitted by law to do so, may purchase in the same manner as if they were not parties to this agreement;

(5) The invalidity of any one or more of the provisions of this mortgage shall not affect the validity of the remainder of the provisions;

(6) If suit be commenced to foreclose this Mortgage, the Mortgagor shall pay, in addition to the costs and disbursements provided by statute, such sum as the court may ad-