

# MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

The mortgagors further covenant and agree:

To pay all debts and moneys secured hereby, when from any cause the same shall become due;

Not to permit or suffer any tax, assessment, or other lien or encumbrance, prior to the lien of this mortgage, to exist at any time against said premises;

To procure and deliver to the mortgagee before any interest or penalty on any tax or assessment shall begin to run or accrue, the official receipt of the proper officer, showing payment thereof;

To use approved methods of preserving fertility of cultivated portions of said premises, and to not commit or suffer waste upon said premises; and not to cut or permit to be cut any of the timber upon said premises except such as may be necessary for ordinary family use;

To complete all buildings in course of construction or about to be constructed thereon within a reasonable time from the date hereof in accordance with the agreement heretofore made between the parties hereto;

To keep all buildings in good repair and unceasingly insured against loss or damage by fire in manner and form satisfactory to the mortgagee and in a company or companies to be approved by the mortgagee in such sum as shall be approved by the mortgagee; to pay all premiums and charges on all such insurance when due; to deposit with the mortgagee all insurance policies whatsoever affecting the mortgaged premises, with receipts showing payment in full of all premiums and charges affecting said policies, and to provide that all insurance whatsoever affecting the mortgaged premises shall be made payable in case of loss to the mortgagee, with a mortgage subrogation clause in favor of and satisfactory to the mortgagee. In case of payment of any policy or any part thereof, the amount so paid shall be applied either upon the indebtedness secured hereby or in rebuilding or restoring the premises, as the mortgagee may elect.

Should the mortgagors be or become in default in any of the foregoing covenants or agreements, then the mortgagee (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may perform the same, and all expenditures made by the mortgagee in so doing, including advancements for protection in any manner of said premises, or income, crops or profits thereof, or under any of the covenants or agreements herein, shall draw the highest rate of interest that may now lawfully be contracted for in writing, and all such expenditures shall be repayable by the mortgagors without demand, and together with interest and costs accruing thereon, shall be secured by this mortgage; and the rights and duties of the parties covenanted for in this paragraph shall apply equally to any and all part payments or advances made by the mortgagee for any of the purposes herein referred to.

Time is material and of the essence hereof and if default be made in the payment of any of the sums hereby secured or in the performance of any of the covenants herein contained, or if any court of competent jurisdiction shall render a decision that the mortgagors undertaking hereunder to pay any or all of said taxes or assessments is legally inoperative, 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.