

costs of suit, the following items: (a) such sum as the Court may consider reasonable as attorneys' fees in such suit or action; (b) all sums expended in securing real estate and personal property title searches and reports preliminary to foreclosure; (c) all amounts expended in preserving, protecting, marshalling, or recovering or retaining possession of, any goods and chattels hereby mortgaged; (d) all filing fees in recording proper notices of lis pendens and all other appropriate notices; and (e) all other sums, of whatsoever nature, reasonably expended by the Mortgagee in the enforcement or protection of the rights and remedies hereby given. Any in any such suit or action, the Court may, upon motion of the mortgagee, appoint a Receiver to collect the rents and profits arising out of said premises, and, in the Court's discretion and subject to such limitations and orders as the Court may deem proper, to take charge of and to preserve, continue, conduct, and operate the business of the Mortgagor during the pendency of such action, and apply such rents and profits, as well as the proceeds and income from such business, to the payment of the amount due hereunder, first deducting all proper charges and expenses attending the execution of such trust.

The waiver by the Mortgagee of the breach of any covenant will not be construed as waiving the breach of any other covenant, or a subsequent breach of the same covenant.

All rights herein conferred upon the Mortgagee are intended to be cumulative merely, and are not exclusive of any other rights or remedies which the Mortgagee may have.

Words of broad or general meaning will in no wise be limited because of their use in connection with words of more restricted significance. The plural includes the singular, and vice versa, and either gender includes all other genders, unless a contrary meaning obviously is intended. Where this indenture is executed by more than one person, each is jointly and severally bound.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be executed, in triplicate, by its undersigned officers, and its corporate seal to be hereunto affixed, on this the day and year in this indenture first written.

(Corporate Seal)

NORTH BANK THEATRE AND REALTY COMPANY

By R. R. Webster
(R. R. Webster) President

ATTEST:

Laura L. Webster
(Laura L. Webster) Secretary

STATE OF OREGON)
County of Multnomah) ss.

On this 22 day of April, 1940, before me personally appeared R. R. Webster, who is to me known to be the President of North Bank Theatre and Realty Company, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

Sara Baxter
Notary Public in and for the State
of Oregon, residing at Portland therein.

My Commission Expires Feb 2 1942.