

YAKIMA BINDERY & PTG. CO. 187997

To keep all buildings in good repair and unceasingly insured against loss or damage by fire in manner and form and in such company or companies and in such amount as shall be satisfactory to 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 that all insurance whatsoever affecting the mortgaged premises shall be made payable, in case of loss, to the mortgagee, with mortgagee clause in favor of and satisfactory to the mortgagee. The mortgagee shall be entitled to receive the proceeds of any loss under any such policy, which, if not used in accordance with the rules and regulations of the Land Bank Commissioner for repair or reconstruction of the buildings damaged or destroyed, may be applied by the mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

If any of the mortgaged property shall be taken under right of eminent domain, the mortgagee shall be entitled to receive all compensation for the portion taken and damages to the remaining portion, to be applied by the mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

Should the mortgagors be or become in default in any of the covenants or agreements herein contained, then the mortgagee (whether electing to declare the whole indebtedness hereby secured due and payable or not) may, at its option, perform the same in whole or in part, and all expenditures made by the mortgagee in so doing shall draw interest at the rate of 8 per cent per annum, and all such expenditures shall be immediately repayable by the mortgagors without demand, and together with interest and costs accruing thereon, shall be secured by this mortgage.

Time is material and of the essence hereof; and in case of breach of any of the covenants or agreements hereof, or if default be made in the payment of any of the sums hereby secured, or if the whole or any portion of said loan shall be expended for purposes other than those specified in the original application therefor, except by the written permission of said mortgagee given before said expenditure is made, or if title to said premises or any part thereof shall be acquired by any subsequent owner who does not assume the payment of the indebtedness secured hereby and the performance of the covenants and agreements hereof, or if said land or any portion thereof shall be hereafter included in any special assessment district, 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 the same or any other default, but such option shall be and remain continuously in full force and effect during the continuance of any default or condition herein specified.

In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or any suit which the mortgagee may be obliged to defend to effect or protect the lien hereof, the mortgagors agree to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agree to pay the reasonable costs of searching records and abstracting or insuring the title, and such sums shall be secured hereby and included in the decree of foreclosure.

Upon the happening of any default hereunder or during the continuance thereof, or upon the maturity of said indebtedness for any cause, the mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, and to collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collec-