

## MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

3. To keep, observe and perform all the requirements and obligations imposed by law with respect to the management, control and operation of forest lands, cut-over lands and the cutting of timber and with respect to logging. Mortgagors shall exercise the highest degree of care to prevent fire from arising or coming upon the said premises. Mortgagors shall use like care to control, extinguish and prevent the spread of fires, and shall immediately report to Mortgagee any fire which may arise upon or threaten said property.

4. All logging operations of Mortgagors shall be conducted in accordance with the best logging methods and practices prevailing in the locality where the timber is situated. Logs shall be cut and removed in as clean and thorough a manner as possible, and all slashings and debris resulting from Mortgagors' operations shall be disposed of in accordance with applicable laws and lawful regulations, and in accordance with the best prevailing practices.

5. Mortgagors covenant and agree that all lumber produced by the mill of Linus Olson shall be sold and shipped through Mortgagee. Mortgagee is authorized to withhold from the proceeds of all lumber produced by Mortgagors' sawmill and sold or shipped through it, \$2.50 per <sup>one</sup>/thousand feet payable on lumber scale, and said sum so withheld shall be applied as payment upon the interest or principal of said note. The amount so withheld shall be in addition to the regular commission allowance to mortgagee and any cash discount provided in orders for said lumber submitted to and accepted by Linus Olson.

6. Mortgagors shall pay all taxes and all charges, assessments, payments or contributions required to be made under the Federal Social Security Act, and under any and all Federal and State Laws with respect to any of Mortgagors' employees, including without limiting the foregoing excise taxes upon the right to cut timber or to engage in logging operations.

7. Mortgagee or its nominee shall have access to the premises at all times to see whether the terms of this mortgage are being performed.

8. In case default be made in the payment of said indebtedness or of any interest thereon, or in the full and complete performance of each covenant contained herein, Mortgagee may, at its option and without notice to Mortgagors, at once proceed to foreclose this mortgage, and in such proceeding Mortgagee shall be allowed such reasonable sum as may be fixed by the court for attorneys' fees in such foreclosure proceeding, which sum shall be secured by this mortgage, and upon filing of such complaint such foreclosure proceeding, or at any time thereafter, the court shall, if requested by the plaintiff, appoint a receiver and authorize such receiver to take possession of the mortgaged premises, including down logs and down timber, and collect the rents and profits thereof and apply them to the satisfaction of such judgment, and to sell said premises in the same manner as lands are sold upon execution, and to continue in the use and possession of said premises and to collect the rents and profits thereof until the premises are redeemed from such sale or until title is vested in the purchasers by the execution of a conveyance in pursuance of the sale.

In case default be made in the payment of said indebtedness, or of any instalment thereof, or of the interest, or in the performance of any covenant and agreement herein contained, mortgagee, or its assigns, may at its option be entitled to the immediate possession of said premises, including down logs and down timber, with the right to manage the same as a mortgagee in possession, and to collect and apply the net rents and profits to the payment of the indebtedness secured by this mortgage, and the Mortgagors, and all persons claiming under them shall, upon demand, in such event, forthwith deliver