

term, covenant and condition by the Company to be kept and performed of that certain Loan Agreement made by the Company to the Bank bearing even date herewith, which is not also a term, covenant and condition of this mortgage, and any such default shall not be cured or made good to the satisfaction of Bank within fifteen days after written notice thereof is mailed by Bank to Company addressed to Aberdeen Plywood Corporation, Aberdeen, Washington.

4. Company shall become insolvent or be adjudicated a bankrupt or file a petition for voluntary bankruptcy or a petition under Chapter X of the Bankruptcy Act, as amended, or make a general assignment for the benefit of creditors, or consent to the appointment of a receiver of all or any substantial part of its properties, or voluntarily suspend the transaction of its usual business;

5. An order, judgment or decree shall be entered by any court of competent jurisdiction appointing a receiver of the Company, or of the whole or a substantial part of its property, without its consent, and such receiver shall not be removed or discharged within sixty (60) days from the date of the qualification of such receiver, or a petition under Chapter X of the Bankruptcy Act, as amended, shall be filed against the company and approved by the court as having been properly filed;

6. A final judgment for the payment of money in the sum of \$25,000.00 or more shall be rendered against the Company and such judgment shall not be discharged within sixty (60) days from the entry thereof; or the Company, within said sixty (60) days, shall not appeal therefrom or from the order, decree or process upon which or pursuant to which said judgment was granted, based or entered, and secure a stay of execution pending such appeal.

Upon maturity of the principal sum or any other sum secured hereby or any part thereof, either by lapse of time or for any other reason herein set forth, the Bank may in addition to any other remedy which it may have either by the terms hereof or at law or in equity, at its election, immediately foreclose this mortgage in the manner provided by law. In the event of any action brought to foreclose or in any way involving this mortgage the Bank shall be entitled ^{to} such attorney's fees as the court may deem reasonable and such fee or fees, together with all costs and expenses, whether legally taxable or not, incurred by the Bank including abstract or title report charges, if any, shall be secured by this mortgage and included in any judgment or decree which may be rendered for the foreclosure hereof.

XI. Immediately after the occurrence of any default entitling it to foreclose this mortgage, the Bank shall be entitled as a matter of right, upon a complaint being filed or other proper proceeding to that end being commenced, to the appointment by any court having jurisdiction, without notice to any party, of a special receiver for said mortgaged property and the rents, issues and profits thereof, with power to lease the same or any part thereof, and with such other powers as may be necessary for the preservation, maintenance and operation of the mortgaged property pending foreclosure. Such receiver shall apply the income received by him from the mortgaged property, first, toward the expenses properly incurred by him as receiver in the operation thereof; second, toward the expenses of the receivership as such expenses may be fixed and allowed by the court; third, toward the maintenance of the mortgaged property and its preservation from waste or destruction; fourth, toward the payment of any and all delinquent or unpaid taxes, special assessments, rates or municipal charges constituting or secured by a lien upon the mortgaged property or any part thereof and prior to the lien hereof. Any remaining residue of such income shall be applied, if and to the extent lawful under the laws of the