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YAKIMA COUNTY, WASH. CO. 11777

the Mortgagor's business, or for any arrangement with the Mortgagor's creditors (secured or unsecured) be begun by or against the Mortgagor pursuant to the National Bankruptcy Act (including any and all of the chapters and provisions thereof); or if any voluntary or involuntary proceedings for the appointment of a receiver affecting the business, property, or assets of the Mortgagor be begun in any court; or if any assignment for the benefit of the Mortgagor's creditors be made or attempted; or if the business or property of the Mortgagor, or any thereof, be surrendered to or come under the control of creditors or any committee or representative of creditors; or if the Mortgagor at any time become insolvent (as that term is understood under either State law or the National Bankruptcy Act); or if the Mortgagee at any time or for any reason deem itself or its security unsafe; then and in either of such events all of the indebtedness hereby secured shall at the option of the Mortgagee forthwith become due and payable, and the Mortgagee will be entitled to the immediate possession of such property, and may at any time thereafter at its election foreclose this mortgage in any manner prescribed by law.

But until any such default occur, the Mortgagor may retain and continue in the quiet possession of all of the mortgaged property and in the full use thereof.

The waiver by the Mortgagee of the breach of any covenant may 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.

Should any action or proceeding for the foreclosure of this mortgage be begun the Mortgagee will be entitled to recover, in addition to all other sums otherwise recoverable and costs of suit, the following items: (a) a reasonable attorney's fee; (b) all costs and expenses incurred in taking possession of, preserving, protecting, assembling, recovering, or marshaling any or all of the mortgaged property; (c) all costs of real estate and chattel searches and reports preliminary to foreclosure; and (d) all other costs and expenses reasonably incurred in preserving or enforcing the rights hereby granted to the Mortgagee. And the Mortgagor expressly consents to a deficiency judgment, or to the recovery of any deficiency remaining after the foreclosure sale.

Words of broad or general meaning shall 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, unless a contrary meaning obviously is intended. Where this indenture is executed by more than one mortgagor, each is jointly and severally bound.

IN WITNESS WHEREOF, the Mortgagors have executed this instrument in triplicate the day and year first above written.

Harold M. Van Wingerden
(Harold M. Van Wingerden)

Evana V. Van Wingerden
(Evana V. Van Wingerden)

GORGE CAFE

By Harold M. Van Wingerden
(Harold M. Van Wingerden)

By Evana V. Van Wingerden
(Evana V. Van Wingerden)

Sole Owners

STATE OF WASHINGTON)
County of Skanamia) ss

BE IT REMEMBERED, that on this 10th day of May, 1946, before me the undersigned a Notary Public in and for said County and State, personally appeared the within named Harold M. Van Wingerden and Evana V. Van Wingerden, husband and wife, who are known to me