MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

AKIMA BINDERY & PTG. CO. 1879

force and effect, carry upon the mortgaged properties such insurance as the Mortgagee may reasonably require, with an appropriate clause making such insurance payable to the Mortgagee, as its interests may appear, such policies of insurance to be delivered to and held by the Mortgagee; and Mortgagor agrees to pay all taxes upon the mortgaged property and to not use the same in any unlawful way or to do any act or suffer any act to be done which would impair the lien of this mortgage.

It is agreed that should the Mortgagor at any time fail or neglect to comply with any of the conditions required by it to be performed under the terms of this mortgage, the Mortgagee may at its option, declare the entire indebtedness secured by this mortgage to become immediately due and payable, regardless of whether said indebtedness is by the terms of the note evidencing the same then due.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto that in the event any of the real property or timber dovered by this mortgage is at any time subject to any cutting or stumpage contract executed by Mortgagor, as the owner of said property or timber in favor of any third party, and a default should transpire either under the terms of this mortgage or under the terms of any note which this mortgage is given to secure, then Mortgagee shall immediately be entitled to any and all payments of money due or to become due for stumpage under the terms of any such cutting or stumpage contract, and the lien of this mortgage is hereby imposed upon all of the rights of the Mortgagor in respect of any such cutting or stumpage contract, together with any moneys due or to become due thereunder, it being expressly understood, however, that until such time as any third party who has entered into any such cutting or stumpage contract with the Mortgagor has been notified of a default hereunder by the Mortgagee, such third party is at liberty to make payments under any such contract to the Mortgagor.

In case default be made in the payment of either the principal or the interest of any of the notes hereinabove referred to, or any renewal or renewals thereof, or in case default be made in the payment of any other indebtedness secured by this mortgage, the Mortgagee, its successors and assigns, may declare the whole amount secured hereby at once due and payable, and may thereafter, in any manner provided by law, foreclose this mortgage for the whole amount of the principal and interest, whether the same shall be then due or not.

In any suit or other proceeding that may be had for the recovery of any part of said principal or interest on either the note hereinabove referred to or any renewal or renewals thereof, or any other indebtedness secured by this mortgage, it shall be lawful for the Mortgagee, its successors and assigns, to include in the amount that may be recovered (in addition to costs provided by law), as attorneys' fees, a reasonable sum to be fixed by the court, as well as all payments that the Mortgagee, its successors or assigns, may be obligated to make for insurance upon the personal property hereinabove described, or on account of any taxes, charges, encumbrances or assessments whatsoever on any part of said mortgaged property, or on account of traveling and any other expenses incurred in the liquidation of said property.

The Mortgagor agrees that should this mortgage be foreclosed, then/in such suit the mortgaged property may be ordered sold en masse or in several parcels, at the option of the Mortgagee, and also that the Mortgagee may at any time, without notice, release portions of said mortgaged property from the lien of this mortgage without affecting the personal liability of the Mortgagor for the payment of the indebtedness owing by the mortgagor or the lien of this mortgage upon the remainder of the mortgaged premises and property for the full amount of the indebtedness then remaining unpaid.