

MORTGAGE RECORD—X

SKAMANIA COUNTY, WASHINGTON

PIONEER, INC., TACOMA—127183

22

9. Upon the request of the mortgagee, the mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the mortgagor and mortgagee. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the mortgagee. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

10. If there is a default, regardless of whether the mortgagee elects to foreclose this mortgage, the mortgagee may collect all rents which may become due on the above property, deduct therefrom any necessary operating expenses, and apply the remainder on the balance due on the mortgage.

11. The mortgagee may appear in and defend any action or proceeding purporting to affect the security hereof, and the mortgagor will pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which the mortgagee may appear.

12. If the mortgagor shall well and truly pay, or cause to be paid, the promissory note secured hereby, with interest as it shall become due and payable, and shall make all other payments provided for herein and therein, and shall otherwise comply with and perform the conditions and covenants herein contained, then this indenture and the estate hereby granted shall be null and void; otherwise, ^{to} remain in full force and virtue. If the interest on the aforementioned note, or the principal thereof, shall not be punctually paid when the same becomes due and payable, as is provided in said note, or in case of any other default under the terms of this mortgage, then and in such case the indebtedness hereby secured shall, at the option of the mortgagee, become immediately due and payable, and proceedings may forthwith be had by the mortgagee for recovery of the same, either by suit on said note or by foreclosure on this mortgage, anything in said note or in this indenture contained to the contrary thereof notwithstanding. In any decree of foreclosure of this mortgage, all costs, including a reasonable attorney's fee, shall be included in the judgment, and in case such foreclosure suit is settled before judgment is recorded therein, such costs shall nevertheless be paid.

13. If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

14. The covenants and agreements herein contained are joint and several and shall be binding upon, and inure to the benefit of, the heirs, devisees, legal representatives, successors in interests or assigns of the parties hereto. If more than one joins in the execution hereof, the pronouns and relative words used shall be read ^{as} if written in the plural, the use of any gender shall be applicable to all genders and the term "mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.