

notice and without affecting the lien hereby created or its priority or any right of Mortgagee hereunder, (1) to declare the entire indebtedness herein secured immediately due and payable and to foreclose this mortgage in the manner hereinafter set out, (2) to inspect and repair said property and to incur any reasonable expense in the maintenance of said property, including the payment of taxes, insurance premiums, levies, assessments, and any other necessary costs and expenditures for the preservation and protection of this lien, or (3) to pursue any remedy for it by law provided; PROVIDED, HOWEVER, that each right, power or remedy herein conferred upon Mortgagee is cumulative to every other right, power or remedy of Mortgagee whether herein set out or conferred by law, and may be enforced concurrently therewith. All moneys advanced or expended by Mortgagee as herein provided, including the costs of evidence of title to and survey of said property, reasonable attorney's fees, court costs and other expenses incurred in enforcing the provisions thereof, with interest at three and one-half per cent ($3\frac{1}{2}\%$) per annum until ^{re}paid, shall become a part of the indebtedness herein secured and shall be payable by Mortgagor to Mortgagee immediately after such expenditure and without demand in lawful money of the United States, at Portland, Oregon or at such other place as Mortgagee may designate.

20. That Mortgagee may foreclose this mortgage in a court of competent jurisdiction in accordance with the laws made and provided therefor and existing at the time of commencement thereof.

21. That, should this said property be sold under foreclosure; (1) The terms and conditions of said sale shall be agreeable to Mortgagee; (2) Mortgagee or its agent may bid at such sale and purchase said property as a stranger; (3) Mortgagor will pay a reasonable attorney's fee to Mortgagee for the foreclosure thereof, together with any costs, fees and expenses incurred in connection therewith; and (4) Mortgagor does hereby expressly waive all rights to the possession of said property during the period of redemption notwithstanding the fact that said property was, at the time of the said sale, being used as a homestead or as farming land, and Mortgagor does hereby waive all exemptions which he has or to which he may be entitled under the Constitution and laws of the State of Washington.

22. That the application of the proceeds of such sale shall be made in the following order: (1) To the payment of the cost of foreclosure, including expenses of advertising, selling and conveying such property, abstract of title, a reasonable attorney's fee, court costs and other expenses incident and necessary thereto; (2) to the payment of any amounts that shall have been expended by the Mortgagee or that may then be necessary to expend in the payment of insurance premiums, taxes, or other expenditures as herein provided, with interest thereon as aforesaid; (3) to the payment in full of the note herein secured, whether the same shall or shall not have fully matured at the time of said sale; (4) to the payment of secondary liens duly approved and allowed by the court; and (5) the balance, if any, shall be delivered to the Mortgagor.

23. That if at any time it shall appear to the Mortgagee that Mortgagor may be able to obtain a loan from a Federal Land Bank, or other responsible cooperative or private credit source at a rate of interest not exceeding 5 per cent per annum, and terms for loans for similar periods of time and purposes prevailing in the area in which the loan is to be made, Mortgagor will, upon request of the Mortgagee, apply for and accept such loan in sufficient amount to repay the Mortgagee and to pay for any stock necessary to be purchased in the cooperative lending agency in connection with the loan.

Given under their hands and seals this the 15th day of August, 1947.

Rt. 1 Box 558
Mail Address

Robert D. Ferguson

(Seal)

Washougal, Wash.
Mail address.