## MORTGAGE RECORD-Y

,整新 2003.05

SKAMANIA COUNTY, WASHINGTON

PIONEER, INC., TACOMA-2241 MORTGAGE\_RECORD\_Y\_ 117 inspection by Mortgagee of the mortgaged property at any time and as often as Mortgagee may desire; (11) That the proceeds derived by Mortgagee from the sale of the property in foreclosure or otherwise may be applied by Mortgagee in its sole discretion to the obligations secured by this mortgage in such proportions and to such obligations as Mortgagee may elect at the time of such application; (12) To pay, if any obligation secured by this mortgage is referred to an attorney for collection in whole or in part, a reasonable attorney fee, whether or not suit is instituted on such obligation, and all other expenses incurred by Mortgagee in such collection or in realization upon this mortgage, or in locating or recovering the mortgaged personal property, including but not limited to expenses of title search; (13) That Mortgagee may at any time, without notice, release parts or all of the mortgaged property from the lien of this mortgage without thereby affecting the personal liability of any person whatsoever for the payment of any obligation secured by this mortgage; (14) That if any provision, clause or portion of this mortgage be adjudged unlawful or unenforcible for any reason the provision, clause or portion so adjudged shall be deemed stricken from this mortgage, and that the balance of this mortgage shall be unaffected by so doing; (15) To reimburse Mortgagee upon demand for any expenses incurred by Mortgagee in its exercise of the powers conferred on Mortgagee in the next succeeding paragraph together with interest thereon at the highest lawful rate from the date upon which such expenses were incurred; MORTGAGOR AUTHORIZES and empowers Mortgagee to do, at Mortgagee's option and at Mortgagor's expense, anything which Mortgagor has in paragraphs B(1) to B(5) inclusive of the mortgage convenanted to do, and to be the sole judge of the legality or validity of any tax, assessment, claim or lien asserted against the mortgaged property and of the need for repairs thereto or maintenance thereof; Mortgagee is further empowered to declare, at its election and without prior notice to Mortgagor, immediately due and payable any obligation secured by this mortgage, in the event of default by Mortgagor in the payment of principal or interest on any obligation secured by this mortgage, or in the event of any breach of any warranty or covenant or agreement of Mortgagor contained in this mortgage or in the note referred to above or in any other contract or instrument executed by Mortgagor in connection with the making or administration of the loan secured hereby, or if Mortgagor becomes a bankrupt; Mortgagee is further empowered, upon any default of Mortgagor, to take the mortgaged personal property into its possession and to sell the same at public or private sale without prior notice to or demand on Mortgagor and to be a buyer at such public sale. MORTGAGOR AGREES that time is of the essence of this mortgage and of every obligation secure by it and that no waiver or indulgence by Mortgagee of any delay, default or other departure by Mortgagor from full and strict or timely performance of the terms of this mortgage or of any obligation secured by it is or can be a waiver by Mortgagee of its right to other or subsequent full, strict and timely performance of every covenant of this mortgage and of the obligations secured by it or to the exercise of any power conferred on Mortgagee by this mortgage or by operation of law; that all rights and remedies conferred by this mortgage upon Mortgag ee are only cumulative and are not exclusive of any other rights or remedies or powers which Mortgagee may have by law or by contract; and that no purported extension, modification or waiver by Mortgagee of any term or provision of this mortgage or of any obligation secured by it shall be effective unless made in writing and signed by a duly authorized officer of Mort gagee; that upon foreclosure of this mortgage and at the option of Mortgage, sale of the mortgaged property shall be in one lot or parcel; and that any notice which Mortgagee may desire to give to Mortgagor, whether said notice be required by law or otherwise, shall be deemed to have been given upon the deposit thereof in the United States mail, postage prepaid, directed to the Mortgagor at the address hereinbefore set forth.