

## MORTGAGE RECORD-Y

SKAMANIA COUNTY, WASHINGTON

PIONEER, INC., TACOMA-2241

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or any other person, for the payment of the indebtedness hereby secured, whether such mortgagor be the then owner of said premises or not;

(4) To preserve and maintain the mortgaged property and all improvements thereon in good repair and condition free from any damage, alteration, destruction, removal, or injurious or unlawful use;

(5) To protect and defend the interest of Mortgagee in the mortgaged property against adverse claims of any nature whatsoever;

(6) To promptly and strictly comply with all municipal, state and federal ordinances, statutes, laws, public orders and regulations regarding the use, maintenance, ownership or condition of the mortgaged property or any part thereof;

(7) To permit the inspection by Mortgagee of the mortgaged property at any time and as often as Mortgagee may desire;

(8) That the proceeds from the sale of the property in foreclosure may be applied by Mortgagee in its sole discretion to any obligation secured by this mortgage and as Mortgagee may elect at the time of such application;

(9) 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, including but not limited to expenses of title search;

(10) 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 from the payment of any obligation secured by this mortgage;

(11) To create a fund for payment of taxes, special improvements, assessments, insurance premiums, and water charges, if any, by paying to Mortgagee, in addition to installments on the secured obligation, such amounts as Mortgagee may deem necessary for that purpose and at such times as Mortgagee may request; said fund to be held by the Mortgagee without payment of any interest;

(12) That if any provision, clause or portion of this mortgage be adjudged unlawful or unenforceable 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;

(13) Not to assign or transfer any right, title or interest of the Mortgagor in any of the rents and profits of the mortgaged premises without the prior consent in writing of the Mortgagee;

(14) To reimburse Mortgagee upon demand for any expenses incurred by Mortgagee in its exercise of the powers conferred on the Mortgagee in the next succeeding paragraph, together with interest thereon at the highest lawful rate from the date upon which such expenses were incurred;

(C) 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 (6) inclusive of this mortgage covenanted 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; that the election of the Mortgagee to so exercise the said option shall not be considered a waiving of any other right or remedy of the Mortgagee for the breach of any covenant herein by the Mortgagor; Mortgagee is further empowered