

MORTGAGE RECORD-Y

519

SKAMANIA COUNTY, WASHINGTON

PIONEER, INC., TACOMA—2241

Mortgage Record Y

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of any such payment or payments made by the Bank or the cost of doing any such act shall be added to and become a part of the debt secured by this Mortgage and shall be repayable by the Mortgagors to the Bank on demand with interest at the rate of ten (10) per cent per annum from the date of the Bank's expenditure or act until date of repayment. Nothing contained in this Mortgage shall legally obligate the Bank to make any such payment or do any such act, nor shall the fact that the Bank makes any such payment or does any such act constitute a waiver of any breach by the Mortgagors giving rise thereto.

10. Time is of the essence of this Mortgage and in the event of any default in payment of any sums secured hereby when due, or in the event Mortgagors fail fully and strictly to perform each and every obligation of Mortgagors under this Mortgage or specified in said promissory note or in any other agreement executed by Mortgagors in connection with or as a part of the transaction giving rise to the mortgage loan and this Mortgage; or if the Bank has reasonable grounds to believe that some one or more of Mortgagors' representations made to the Bank herein are false, or that any of the mortgaged property is being or will be destroyed, lost, removed or seized or levied upon under legal process; or if Mortgagors' business be not continued as a going concern or if Mortgagors or any of them are adjudged bankrupt or a receiver is appointed for Mortgagors' business or Mortgagors or any of them, make an assignment for the benefit of creditors, the entire debt, together with interest, and all other sums secured by this Mortgage shall at the Bank's option become immediately due and payable without notice, and the Bank shall have an immediate right to foreclose this Mortgage.

11. In case suit or proceeding be commenced to foreclose this Mortgage, the Bank will be entitled to recover, in addition to all other sums of money otherwise recoverable, and costs of suit, the following items: (a) reasonable attorneys' fees in such suit or proceedings; (b) all sums expended in securing title searches and reports preliminary to foreclosure; (c) all amounts expended in preserving, protecting, marshalling, recovering or retaining possession of any property hereby mortgaged; and (d) all other sums, of whatsoever nature, reasonably expended by the Bank in the enforcement or protection of the rights and remedies hereby given. In any such suit, the Court may, upon motion of the Bank, appoint a receiver to take charge of, protect and preserve the mortgaged property and to take over, conduct and operate the business of the Mortgagors during the pendency of such suit and apply all proceeds and income from such business, as well as the rents and profits, to the payment of the debt hereunder, first deducting all proper charges and expenses arising out of the execution of such trust.

12. No waiver by the Bank of any default hereunder and no extension of time for the doing of any act or thing, shall be or constitute a waiver of any other default, or subsequent like default, or of subsequent strict and timely performance by Mortgagors.

13. This Mortgage shall be assignable by the Bank without notice to Mortgagors and upon assignment the assignee shall be vested with all the right, title, interests, powers and authority granted the Bank hereunder.

14. All rights herein conferred upon the Bank are intended to be cumulative merely and are not exclusive of any other rights and remedies the Bank may have.

IN WITNESS WHEREOF, the Mortgagors have executed this Mortgage the day and year first above written.

Irene Weedman
Irene Weedman

Birdlyn Weedman
Birdlyn Weedman

Edna Weedman
Edna Weedman

H. Ray Weedman
H. Ray Weedman

L. G. Weedman
L. G. Weedman

Max H. Weedman
Max H. Weedman