

The mortgagors covenant and agree with the mortgagee as follows: that they are lawfully seized of the property in fee simple and have good right to mortgage and convey it; that the property is free from all liens and incumbrances of every kind; that they will keep the property free from any incumbrances prior to this mortgage; that they will pay all taxes and assessments levied or imposed on the property/and/or on this mortgage or the debt thereby secured, at least ten days before delinquency, and will immediately deliver properly receipts therefor to the mortgagee; that they will not permit waste of the property; that they will keep all buildings now or hereafter placed on the property in good order and repair and unceasingly insured against loss or damage by fire to the extent of the full insurable value thereof in a company acceptable to mortgagee and for the mortgagee's benefit, and will deliver to mortgagee the policies, and renewals thereof at least five days before expiration of the old policies.

Should the mortgagors default in any of the foregoing covenants or agreements, then the mortgagee may perform the same and may pay any part or all of principal and interest of any prior incumbrance or of insurance premiums or other charges secured hereby, and any amount so paid, with interest thereon at the highest legal rate from date of payment shall be repayable by the mortgagors on demand, and shall also be secured by this mortgage without waiver of any right or other remedy arising from breach of any of the covenants hereof. The mortgagee shall be the sole judge of the validity of any tax, assessment or lien asserted against the property, and payment thereof by the mortgagee shall establish the right to recover the amount so paid with interest.

Time is of the essence hereof and if default be made in the payment of any of the sums hereby secured, or in the performance of any of the covenants or agreements herein contained, then in any such case the remainder of unpaid principal, with accrued interest and all other indebtedness hereby secured, shall at the election of the mortgagee become immediately due without notice, and this mortgage may be foreclosed.

In any action to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or in any suit which the mortgagee may be obligated to defend to protect the unimpaired priority of the lien hereof, the mortgagors agree to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be secured hereby and included in any decree of foreclosure.

This mortgage and assignment is additional security to mortgages between the same parties recorded in Volume 497 at Pages 567 and 595 on September 15, 1950, Mortgage Records of Cowlitz County, Washington.

DATED at Kelso, Washington, this 3rd day of October, 1951.

Otis Shepardson (Seal)

Edith Shepardson (Seal)

STATE OF WASHINGTON )  
County of Cowlitz ) ss