

86547



CONSUMER LOAN DIVISION
(M, H, Mortgage)

BOOK 55 PAGE 446

44-20-1729

*THIS SPACE RESERVED FOR RECORDER'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE ATTACHED

INSTRUMENT OF MORTGAGE, FILED BY

*Washington Mutual**re Vancouver, wa 98666*

AT 11:00 A.M. JUNE 2 1978

WAS RECORDED IN BOOK 55

AT PAGE 446

REGISTERS OF SKAMANIA COUNTY, WASH.

J. T. Mauldin

COUNTY AUDITOR

RECORDED

Filed for Record or Request of

NAME WASHINGTON MUTUAL SAVINGS BANK

ADDRESS P. O. BOX 1090

CITY AND STATE VANCOUVER, WASHINGTON 98666

REGISTERED
INDEXED: DIR. E
INDIRECT:
RECORDED:
COMPARED
MAILED

MORTGAGE

THE MORTGAGORS, **JIMMY R. MAULDIN AND EUGENIA A. MAULDIN**

hereby mortgage to WASHINGTON MUTUAL SAVINGS BANK ("the mortgagor") the following described real property situated in Skamania County, State of Washington, and all interest or estate therein that the mortgagors may hereafter acquire, together with the income, rents and profits therefrom:

Beginning at the quarter corner in the West line of Section 32, Township 2 North, Range 5 East of the Willamette Meridian, thence, southerly along the west line of said section 32, 43 feet; thence easterly 508 feet; thence northerly 11 feet; thence westerly 508 feet to the west line of said section 32; thence southerly 660 feet to the point of beginning, containing 10 acres more or less.

together with all plumbing, lighting, air conditioning and heating (including oil and gas burners) apparatus and equipment now or hereafter installed in said premises including but not limited to that certain 1978 *Hillcrest* mobile home, make

Model *24 x 52*, Serial No. *0291-0152L*, and all personal property which is now or may hereafter be attached to, located in, or used or intended to be used in connection therewith, all of which at the option of the mortgagee shall be considered either personalty or part of the realty.

This mortgage is given as security for the payment of Fourteen Thousand Five Hundred Five and no/100 DOLLARS *14,505.00*, with interest, according to the terms of a promissory note of even date herewith executed by the mortgagors to the order of the mortgagee and to secure any sums the mortgagee may advance or expense it may incur hereunder or otherwise to protect or realize upon the property, including the above-described mobile home and related property, or under a security agreement of even date herewith wherein the mortgagors gave the mortgagee a security interest in said mobile home and related property.

The mortgagors covenant with the mortgagee as follows:

A (Check applicable box below):

- That they are the owners in fee simple of all the above-described property and that the same is unencumbered;
- that they are the owners of the above-described mobile home, which is unencumbered except by the above-described security agreement held by the mortgagee, and the owners in fee simple of the above-described real property, which is encumbered only by a prior mortgage or trust deed;
- that they are the owners of the above-described mobile home, which is unencumbered except by the above-described security agreement held by the mortgagee, and the contract purchasers of the above-described real property which is otherwise unencumbered.



8651
WASHINGTON
MUTUAL
SAVINGS BANK

CONSUMER LOAN DIVISION
(SMH, Mortgagor)

Filed for Record at Request of

NAME: WASHINGTON MUTUAL SAVINGS BANK
ADDRESS: P. O. BOX 1090
CITY AND STATE: VANCOUVER, WASHINGTON 98666

REGISTERED:
INDEXED: DIR. 6
INDEPT: E
RECORDED:
COMPARED:
MAILED

BOOK 57 PAGE 446
44-20-1729

THIS SPACE PROVIDED FOR RECORDER'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE INSTRUMENT
OF WHICH IS FILED BY

Washington Mutual

OF Vancouver, wa

AT 11:00 A.M. JUNE 14, 1978

IS RECORDED IN BOOK 57

AT PAGE 446

SKAMANIA COUNTY, WASH.

COUNTY AUDITOR

RECEIVED

RECORDED

REPLACED

MORTGAGE

THE MORTGAGORS, #JIMMY R. MAULDIN AND EUGENIA A. MAULDIN,

hereby mortgage to WASHINGTON MUTUAL SAVINGS BANK ("the mortgagor") the following described real property situated in Skamania County, State of Washington, and do further declare that the mortgagors may hereafter acquire, together with the income, rents and profits therefrom:

Beginning at the quarter corner in the West line of Section 32, Township 2 North, Range 5 East of the Willamette Meridian, thence, southerly along the west line of said section 32, 43 feet; thence easterly 503 feet; thence northerly 991 feet; thence westerly 508 feet to the west line of said section 32; thence southerly 660 feet to the point of beginning, containing 10 acres more or less.

together with all plumbing, lighting, air conditioning and heating including oil and gas burners, apparatus and equipment now or hereafter installed in said premises including but not limited to that certain 1978 Hillcrest mobile home, Serial No. 0291-0152L, and all personal property which is now or may hereafter be attached to, located in, or used or intended to be used in connection therewith, all of which at the option of the mortgagee shall be considered either personally or part of the realty.

This mortgage is given as security for the payment of Fourteen Thousand Five Hundred and no/100 DOLLARS \$14,505.00, with interest, according to the terms of a promissory note of even date herewith executed by the mortgagor to the order of the mortgagee and to secure any sums the mortgagor may advance or expend it may incur hereunder or otherwise to protect or realize upon the property, including the above-described mobile home and related property, or under a security agreement of syndicate herewith whereof the mortgagor gave the mortgagee a security interest in said mobile home and related property.

The mortgagor's covenant with the mortgagee as follows:

A. Check applicable box below:

- That they are the owners in fee simple of all the above-described property and that the same is unencumbered;
- That they are the owners of the above-described mobile home, which is unencumbered except by the above-described security agreement held by the mortgagee, and the owners in fee simple of the above-described real property, which is encumbered only by a prior mortgage or trust deed;
- That they are the owners of the above-described mobile home, which is unencumbered except by the above-described security agreement held by the mortgagee, and the contractor or lessors of the above-described real property which is otherwise unencumbered.

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B. that the property mortgaged hereby is not used principally or primarily for agricultural or farming purposes;

C. that they will, during the continuance of this mortgage permit no waste of the premises, will pay before delinquent all lawful taxes and assessments upon the mortgaged property and upon this mortgage or upon the money or debt secured hereby, and will keep the property free and clear of all other encumbrances impairing the mortgagee's security, and will timely comply with all the terms, covenants and conditions of the above-described security agreement; and of any prior contract, mortgage or trust deed.

Should the mortgagors fail to keep any of the foregoing covenants, or any of the covenants of the above-described security agreement, or any of the covenants of any prior contract, mortgage or trust deed, then the mortgagee may perform them, without waiving any other right or remedy given for any such breach; and all expenditures in that behalf shall be secured by this mortgage and bear interest at the rate of twelve per cent (12%) per annum and be repayable by the mortgagors on demand.

In case of default in the payment of any installment of said debt, or of a breach of any of the covenants herein contained, or contained in the above-described security agreement or contained in any prior contract, mortgage or trust deed, then the entire debt hereby secured may, at the mortgagee's option, be declared due and this mortgage may be foreclosed. Mortgagors agree that in the event of a default hereunder or under the above-described security agreement for which this mortgage might be foreclosed, the Mortgagee, its option may, elect to treat the mobile home and some or all of the related property as personalty and real to thereon pursuant to the security agreement, or may elect to treat the mobile home and some or all of the related property as realty and realize thereon hereunder, or may proceed under the security agreement with respect to part of the collateral and hereunder with respect to other parts, or may proceed concurrently under both, or under any combination of the foregoing, or may exercise any other right or remedy available at law or in equity; and may enter into possession of the above-described property and take such other action as it may deem appropriate to collect the rents and profits thereof and apply same to any sum secured hereby in such order as it may elect. The parties agree that the reference herein to the mobile home shall not be determinative of whether or not a part of the estate but that the mobile home may at the option of the Bank be treated and dealt with and realized upon as personal property.

If any question should arise as to whether all or part of the above-described property is realty or personalty, the Bank may, at its option, treat all of said property as realty and commence an action to foreclose this mortgage whereupon all persons having or claiming interests in all or part thereof shall have all the rights provided by law incident to the foreclosure of real property mortgages.

The mortgagors shall pay the mortgagee a reasonable sum as attorney's fees in any suit that may be lawfully brought for the foreclosure of this mortgage and in any suit which the mortgagee, to protect the lien hereof, is obliged to prosecute or defend, and shall pay such reasonable cost of searching records and obstructing the same as may necessarily be incurred in foreclosing this mortgage or protecting the same; which sums shall be secured hereby and may be included in the decree of foreclosure. Upon bringing action to foreclose this mortgage or at any time while such proceeding is pending, the mortgagee may apply for and secure the appointment of a receiver for the mortgaged property or any part thereof, and the income, rents and profits thereof.

DATED at Vancouver, Washington, June 1, 1978.

STATE OF WASHINGTON
County of CLARK



JIMMY R. MAULDIN
BY EUGENIA A. MAULDIN, POWER OF ATTORNEY

EUGENIA A. MAULDIN, INDIVIDUALLY

THIS IS TO CERTIFY that on this 1 day of June, 1978, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared Eugenia A. Mauldin, and to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Rebecca Lee Pellew
Notary public in and for the state of Washington,
residing at VANCOUVER

86547

B. that the property mortgaged hereby is not used principally or primarily for agricultural purposes;
C. that they will during the existence of this instrument make good all damage, losses and expenses, including reasonable attorney's fees, which may be incurred by the Lender in recovering possession of the property or in foreclosing the mortgage; and
D. that they will pay all taxes, assessments, rents, charges, expenses, costs, debts, obligations, liabilities, claims, demands, expenses, attorney's fees and other expenses of every kind and nature which may be levied, imposed, assessed, exacted, incurred, contracted, made, created, arising, or otherwise existing against the property or any part thereof.

Should the mortgagors fail to pay any sum due under this mortgage, or any of the above agreements, then the mortgagee may proceed to foreclose the same, or exercise any right or remedy given him under this instrument, and the same shall be secured by the property mortgaged at the rate of ten percent (10%) above the rate of interest then prevailing.

In case of default, the agreement is made and covenanted that the Lender may, at his option, require the mortgagors to pay all sums due under this instrument, and thereby secured hereby, in full, before proceeding to foreclose the same. Mortgagors further agree that if the Lender so desires, he may, at his option, require payment in full of all sums due under this instrument, and thereby secured hereby, prior to proceeding to foreclose the same. Mortgagors further agree that if the Lender so desires, he may, at his option, require payment in full of all sums due under this instrument, and thereby secured hereby, prior to proceeding to foreclose the same.

The parties agree that the Lender may, at his option, require payment in full of all sums due under this instrument, and thereby secured hereby, prior to proceeding to foreclose the same. Mortgagors further agree that if the Lender so desires, he may, at his option, require payment in full of all sums due under this instrument, and thereby secured hereby, prior to proceeding to foreclose the same.

If any provision of this instrument is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

DATED AT:

Vancouver

June 1

78

JAMES E. MAULDIN

BY: EUGENIA A. MAULDIN, POWER OF ATTORNEY

STATE OF WASHINGTON

CLARK

County of:

EUGENIA A. MAULDIN, INDIVIDUALLY

June 1, 1978

THIS IS TO CERTIFY that I am a Notary Public in and for the State of Washington, and have examined the foregoing instrument and found it to be in due form and duly executed by the individual(s) named in and who executed the same, respectively, and do hereby certify to the individual(s) concerned in and who executed the same, that the instrument is in due form and duly executed for the uses and purposes herein intended.

WITNESS my hand and affix my official seal the day and year as follows:

Rebecca Lee Peltier
Notary Public and a Notary Public
State of Washington
Date June 1, 1978