

LAND TITLE OF COWLITZ COUNTY, INC.  
957 14TH AVENUE, LONGVIEW, WA 98632  
(206) 425-2950

## REAL ESTATE MORTGAGE

THE MORTGAGOR S: Donald C. Hogarty and Rosalie Hogarty, husband and wife

hereinafter referred to as the mortgagor, mortgages to COWLITZ PUBLIC EMPLOYEES CREDIT UNION

the following described real property situate in the county of Skamania State of Washington:

Lot 9, Block 3, of Underwood Crest



The within described mortgaged property is not used principally for agricultural or farming purposes.

together with the tenements, hereditaments, privileges and appurtenances, now or hereafter thereunto belonging or used in connection with the premises described above; and all plumbing, heating, cooking, cooling, ventilating, elevating, watering and irrigating apparatus and fixtures, now or hereafter belonging to or used in connection with the above described premises; together with all waters and water rights of every kind and description and however evidenced or manifested, which now or hereafter may be appurtenant to said premises, or any part thereof, or incident to the ownership thereof, or any part thereof, or used in connection therewith, to secure the payment of the sum of

four thousand and no/100----- DOLLARS,  
with interest from date until paid, according to the terms of a certain promissory note bearing even date herewith.

This mortgage is also given to secure payment of any renewal or renewals of said promissory note, as well as any money loaned or advanced to the mortgagors by the mortgagee after the date hereof, and any other indebtedness which may hereafter exist or become due or owing, from the mortgagors to the mortgagee, its successors or assigns, during the continuance of this mortgage; provided, however, that the aggregate principal amount at any one time secured hereby shall not exceed the amount of the note specified above plus 100 percentum thereof in addition to such sums as the mortgagee may expend as hereinafter provided.

Notwithstanding anything herein or in the note secured hereby contained, any payments made by the mortgagors to the mortgagee may be applied to the payment of any item of indebtedness secured hereby as the mortgagee may elect.

The mortgagors covenant and agree with the mortgagee as follows: That they are the owners in fee simple of all of the above described real estate, and that the said real estate, and all thereof, is free of all liens and encumbrances; that they will during the continuance of the lien of this mortgage, commit and suffer to be committed no waste of or on said premises or the improvements thereon; pay before delinquent all taxes and assessments levied or assessed, or in any manner imposed upon or against said lands and the improvements thereon, and will keep said premises and the improvements thereon free from all other encumbrances which will in any manner impair the mortgagee's security; that they will keep the buildings thereon in a good condition and state of repair and continuously insured against loss of or damage to the said buildings by fire, by some insurance

company or companies satisfactory to the mortgagee, for an amount of not less than \$ 4000.00 which policy or policies of insurance shall be deposited with the mortgagee, and must contain as a part thereof a mortgage clause (such clause to be satisfactory to the mortgagee as to form and contents) in favor of the mortgagee, its successors and assigns. In addition to the foregoing, the mortgagors covenant and agree to effect and maintain war risk and other such insurance against casualty or other risk than fire, as may be required by the written demand of the mortgagee.

Should the mortgagors fail to keep any of the foregoing covenants, then the mortgagee may perform them, without waiving any right or remedy herein given for any such breach or default of the mortgagors, and all expenditures in that behalf shall be secured by this mortgage and shall bear interest at the rate of ten per cent per annum, and be repayable by the mortgagors on demand; and any sums expended by the mortgagee for the purpose of paying liens prior to this mortgage, such as insurance, taxes, assessments, mechanics, or other liens of any kind, shall be secured by this mortgage regardless of the amount by which such sums may exceed the face of this mortgage.

In case of default in the payment of any installment of said debt, or of a breach of any of the covenants herein contained, then the entire debt hereby secured shall, at the mortgagee's option, become immediately due without notice and this mortgage may be foreclosed. Any installment not paid when due shall bear interest at the rate of ten per cent (10%) per annum until paid and shall be secured hereby.

The mortgagors shall pay the mortgagee a reasonable sum as attorney's fee 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 thereof, is obliged to defend; and shall pay such reasonable costs of searching records and abstracting the same as may necessarily be incurred in foreclosing this mortgage or defending the same; which sums shall be secured hereby and may be included in the decree of foreclosure.

In case of foreclosure and sale thereunder, the purchaser at such sale shall be let into immediate possession of the property mortgaged, the mortgagors expressly hereby waiving any claim of homestead and all rights to possession of the property mortgaged during the period allowed by law for redemption.

The rents, issues and profits of the property herein described shall be the property of the mortgagors, provided they shall make all payments as they mature, and shall perform all covenants and conditions required hereby to be kept and performed by the mortgagors, but in case of any default in any payment of the debt secured hereby or the performance of any covenant or condition of this mortgage, the mortgagee shall have the right, and is hereby appointed agent of the mortgagors, to collect such rents, issues and profits which are hereby assigned and transferred to it and it may expend the whole or any part thereof, and any further sum deemed necessary by it, for the maintenance and operation of the property mortgaged, or in the making of any repairs deemed by it necessary to preserve or properly condition the mortgaged property, and shall apply the balance, less reasonable expense of collection, upon the indebtedness secured hereby until all delinquent payments are made, and any amount advanced by the mortgagee for any of said purposes shall be secured hereby, with interest at 10% per annum, and be repayable on demand; and it is expressly agreed that in the event of any default of the mortgagors of any covenant, term or condition of this mortgage, whether in the payment of any installment due or not, then the mortgagee shall, as a matter of right, be entitled to the appointment of a Receiver at the time of filing its action for foreclosure hereof, or at any time thereafter, such Receiver to take possession of the property, conserve the same, and collect the rents therefrom, and apply the same to the reduction of any debt secured hereby.

The mortgagors further agree that they will pay to the mortgagee the necessary traveling expenses of its agents or attorneys incurred for the purpose of inspecting the property herein described or in the collection of such indebtedness or the protection of its security, if such traveling expenses are incurred at a time when the mortgagors are in default.

Wherever alterations or improvements are commenced on the property covered by this mortgage, or wherever the sum or any part of the sum secured hereby is advanced for the purpose of construction, alteration or improvement of any building, the mortgagors covenant and agree that the construction, alteration or improvement will be completed within a period of six months from the date hereof, and if not so completed the mortgagee, at its option, may complete such construction, alteration or improvement and any sum expended or advanced for that purpose, with interest thereon at the rate of 10% per annum, shall be repaid on demand and shall be secured hereby, and the mortgagee may declare the whole sum secured by this mortgage due and payable forthwith and without demand and may foreclose this mortgage.

The mortgagors consent to a personal deficiency judgment for any part of the debt hereby secured which shall not be paid by the sale of said property upon foreclosure hereof.

Dated at Longview, Washington, this 10<sup>th</sup> day of July, 1981

X Donald C. Hogarty (Seal)  
X Rosalie A. Hogarty (Seal)

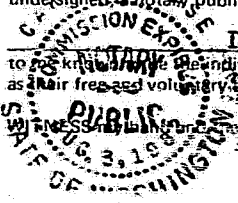
STATE OF WASHINGTON } ss  
County of Cowlitz

THIS IS TO CERTIFY, that on this 13<sup>th</sup> day of July, A.D. 1981, before me, the

undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally came Donald C. Hogarty and Rosalie Hogarty

to my office, the individuals described in and who executed the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

I, the undersigned, have hereunto set my hand and official seal the day and year in this certificate first above written.



Carl Chase  
Notary Public in and for the State of Washington, residing at

93794

REAL ESTATE MORTGAGE

FROM

Donald C. Hogarty #279-04

TO

COWLITZ PUBLIC EMPLOYEES CREDIT UNION

STATE OF WASHINGTON ) ss  
COUNTY OF SKAMANIA )  
I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY Carolee L. Linder  
of 10:40 M 7-17-81

AT 10:40 M 7-17 19 81

WAS RECORDED IN BOOK 57

OF 225 PAGE 225

RECORDS OF SKAMANIA COUNTY, WASH.

Dee M. Moseley

COUNTY AUDITOR

E. Moseley DEPUTY

Registered  
Indexed, D.I.  
Indirect  
Recorded X  
Mailed

MAIL TO  
COWLITZ PUBLIC EMPLOYEES CREDIT UNION  
P.O. Box 307  
Longview, Wa. 98632



**MORTGAGE**

(Direct)

12395



This mortgage made and entered into this 20 day of May 1981, by and between Ronald L. Calkins and Sandra Calkins,

(hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 1220 S.W. Third Avenue, Room 676, Portland, Oregon 97204.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Skamania, State of Washington, to wit:

Tract No. 1: The Southwest Quarter of the Southwest Quarter of Section 15, Township 2 North, Range 6 E. W. M.

Tract No. 2: Beginning at the corner of Sections 15, 16, 21 and 22, Township 2 North, Range 6 E. W. M.; thence south 320 feet; thence east to a point 100 feet west of the center of Woodward Creek (also known as Woodard Creek); thence northerly parallel with the channel of said Woodward Creek and 100 feet distant westerly therefrom to the line between Sections 15 and 22; thence west along said section line to the point of beginning.

Tract No. 3: The Northeast Quarter of Section 21, Township 2 North, Range 6 E. W. M.; EXCEPT the following described tract: Beginning at a point 730 feet north of the quarter corner on the east line of the said Section 21; thence West 1320 feet; thence north 660 feet; thence east 1320 feet; thence south 660 feet to the point of beginning of the tract hereby excepted; and EXCEPT the following described tract: Beginning at a point 730 feet north of the quarter corner on the east line of the said Section 21; thence West 1320 feet to the west line of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the said Section 21; thence south 330 feet; thence east 1320 feet to the east line of the said Section 21; thence north along said east line 300 feet to the point of beginning of the tract hereby excepted.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated 5/20/81 in the principal sum of \$ 100,000.00, signed by Ronald L. Calkins and Sandra Calkins in behalf of C & W LOGGING, INC., having a maturity of twelve years from date hereof.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.



3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(i) at judicial sale pursuant to the provisions of 28 U.S.C. 2001(a); or

(ii) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(iii) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at RR Skamania, Box 434, Skamania, Washington,  
and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 1220 S.W. Third Avenue, Room 676, Portland, Oregon 97204.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

Ronald L. Calkins  
Ronald L. Calkins  
Sandra P. Calkins  
Sandra Calkins

STATE OF OREGON,  
County of Multnomah } ss.

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW FIRM CO., PORTLAND, ORE.

BE IT REMEMBERED. That on this 26<sup>th</sup> day of May, 19 81,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named RONALD L. CALKINS AND SANDRA CALKINS

known to me to be the identical individuals described in and who executed the within instrument and  
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.

[Signature]  
Notary Public for Oregon  
My Commission expires 10-29-81  
Residing at: Portland, OR

93797

MORTGAGE

Ronald L. Calkins and Sandra Calkins

TO

SMALL BUSINESS ADMINISTRATION  
1220 S. W. Third Avenue, Rm. 676  
Portland, Oregon 97204

Registered ☒  
Indexed, Dir. ☒  
Indirect ☐  
Recorded ☒  
Filed ☒

State of Washington } ss.  
RECORDING DATA  
INC. OF WRITING FILED BY  
Skamania County Clerk  
OF Skamania Co.  
AT 2:30 P. July 19 81  
BY [Signature] 57  
CLERK COUNTY WASH.  
J. J. [Signature]  
COUNTY AUDITOR  
E. [Signature] DEPUTY

RETURN TO:

Name SMALL BUSINESS ADMINISTRATION...  
Address 1220 S.W. Third Avenue, Rm. 676  
Portland, Oregon 97204