## 96286 5187249

## REAL ESTATE MORTGAGE

Joseph Wolfe and Evelyn T. Wol	fe, Husband	l and Wife	West of the second	
reinafter called the MORTGAGORS, hereby gra	nt bargain sell	convey and mo	rtgage to	•
SOUTHWEST WASHINGTON		""". X = ,	, , , , , , , , , , , , , , , , , , ,	May we
***************************************			3 · · · · · · · · · · · · · · · · · · ·	DIT ASSOCIATION
orporation organized and existing under the Farr		he Congress of	the United State	es, as amended, with i
ncipal place of business in the City of Chehal	lis	\$	V	8
te of Washington hereinafter	7.0	RTGAGEE th	e following desc	ribed real estate in th
	<b>3</b>	the transfer of the second		
unty of Skamania S	tate of	IIIIgLON	, to-	wit:
A SAN TO A SAN TO A SAN TO A SAN TO	# 10			W.W.
The North 445 feet, more or less,				
of the Southeast Quarter of Section Willamette Meridian, as recorded				
Skamania County, Washington	Zii Book or c	T Deceas, p	, Jo, 100	
	46.			
EXCEPT County roads and easements	and restric	tions of r	ecord.	
			MARE OF WACHINGTON	
	, 9 , 5		COUNTY OF SKAMANIA	
20212222		A. N. T.	HERERY CER	FUEL THAT THE WITHIN
	AP 1		NSTRUMENT OF W	RITING FILED BY
				frod Co au
	W 12		12 a mark	et sh. Chefale
69 4 8 B	Secistore	a E	at <u>//. /5</u> m	8-26 19 83
	nde);ed	- range area	X 8 - 2 9	60K# 3-9
2 2 3	indirect	E	F mla	× 1208 596
2957€27	<u> </u>	<del></del>	ECORDS OF SKAN	ANIATOOUNTY, WASH
Markey and Markey Commencer		* A	Same	m Olan
	\$ · )			COUNTY AUDITOR
	<b>.</b>	. 6 g	E men	les soron
	أعرف أوالم		0.00	8
ther with all the tenements, hereditaments, right gring apparatus, now or hereafter belonging to, I	s, privileges, app	urtenances, an	d fixtures, includ	ling all irrigating and
together with all waters and water rights of every k	and description	on and however	evidenced, and	all ditches or other con
s and rights of way thereof, appurtenant to said pring rights (including rights under the Taylor G	temises or used in	connection the	rewith; and toge	ther with all range and
ed in connection with or appurtenant to the sai	d real property:	and the morte	ragors covenant	that they will comply
all rules, regulations and laws pertaining theret will execute all waivers and other documents r	o and will in goo	od faith endeav	or to keep the	ame in good standing
sfer, assign or otherwise dispose of said rights or	privileges without	the prior writ	ten consent of the	e mortgagee.
SÚBJECT TO			A 4 A A	
STIRITECT TO		8.	***************************************	t 🖏 💮 yaya 💮 🔻 🐧 😘
SODJECT TO		• .	great the second of the	3 AM.

indicated) to the order of the Mortgagee, together with interest as hereinafter provided and together with all renewals or extensions thereof:

MATURITY DATE

AMOUNT OF NOTE

August 25.

Also this mortgage is intended to secure all future loans or advances made or contracted within a period of FIVE (5) YEARS from and after the date of recording of this mortgage, provided, however, that the maximum amount of all indebtedness to be \$ 5,000.00 secured by this mortgage shall not exceed in the aggregate at any time the sum of S , exclusive of accrued interest, and of advances made in accordance with the covenants of this mortgage to protect collateral.

All present and future indebtedness secured by this mortgage shall bear interest at the rate specified in the note(s) evidencing such indebtedness, provided, however, that if such rate, or rates are thereafter increased or decreased by Mortgagee, all of the

indebtedness secured hereby shall bear such increased or decreased rate of interest from the effective date thereof.

The continuing validity and priority of this mortgage as security for future loans or advances shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances:

## MORTGAGORS COVENANT AND AGREE:

That they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mort-gage the same, and that said premises are free from encumbrances except as stated above; and each of the Mortgagors will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever except as stated above, hereby relinquishing all dower and homestead rights in the premises; and these covenants shall not be extinguished by any foreclosure hereof, but shall run with the land;

To pay when due all debts and money secured hereby;

To keep the buildings and other improvements now or hereafter existing on said premises in good repair and not to remove or demolish or permit the removal or demolishment of any thereof; not to commit or suffer waste of any kind upon said premises; not to use or permit the use of said premises for any unlawful or objectionable purpose; and to do all acts and things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said

To pay when due all taxes and assessments upon said premises; and to suffer no other lien or encumbrance prior to the lien of this mortgage to exist at any time against said premises, except as stated above;

To keep all buildings insured against loss or damage by fire in manner and form and in such company or companies and in such amount as shall be satisfactory to the Mortgagee; to pay when due all premiums and charges on all such insurance; to deposit with the Mortgagee, upon request, all insurance policies affecting the mortgaged premises, all of which said insurance shall be made payable, in case of loss, to the Mortgagee, with a mortgagee clause satisfactory to the Mortgagee;

To keep in good standing and free from delinquencies all obligations under any mortgage or other lien which is prior to this mortgage.

Should the Mortgagors be or become in default in any of the covenants or agreements herein contained, then the Mortgagee may, at its option, perform the same in whole or in part, and sall expenditures made by the Mortgagee in so doing shall bear interest at the rate borne by the principal debt hereby secured, and shall be immediately repayable by the Mortgagors without demand, and, together with interest and costs accruing thereon, shall, be secured by this mortgage.

Time is material and of the essence hereof; and in case of breach of any of the covenants or agreements hereof, or if default be made in the payment of any of the sums hereby secured, then, in any such case, all indebtedness hereby secured shall, at the election of the Mortgagee, become immediately due without notice, and this mortgage may be foreclosed; but the failure of the Mortgagee, to exercise such option in any one or more instances shall not be considered as a waiver or relinquishment of the right to exercise such option upon or during the continuance of the same or any other default.

In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or of any suit which the Mortgagee may deem it necessary to prosecute or defend to effect or protect the lien hereof, the Mortgagors agree to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agree to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums and costs and expenses shall be secured hereby and be included in the decree of foreclosure.

Upon or during the continuance of any default hereunder, the Mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, except under circumstances where such taking is expressly prohibited by law, and collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured; and the Mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises and/or to manage the property during the pendency of legal proceedings. The rents, issues and profits of said premises after default shall accrue to Mortgagee's benefit and are hereby assigned and mortgaged to Mortgagee as additional security for the indebtedness herein described.

All rights and remedies conferred on Mortgagee by this mortgage are cumulative and additional to any and all other rights and remedies conferred by law, and are not exclusive. If any provision of this mortgage be found invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof; and the mortgage shall be construed as though the invalid or unenforceable provision had been omitted.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, The Mortgagors have hercunto set their hands the day and year first above written.

(Leave this space blank for filing data)

ACKNOWLEDGMENT.

STATE OF WASHINGTON) County of Clark

I, the undersigned a Notary Public in and for said County and State culy commissioned and sworn do hereby certify that on this 22 day of fingust, 1983, before me personally appeared Joseph Wolfe and Evelyn T. Wolfe, Husband and Wife, to me known to be the individuals described in and who executed the within and foregoing 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, individually.

INSWITMESS SHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Washington