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BOOK 212 PAGE 334

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SKAMANIA CO. WASH
BY *Bradley B. Jones* P.S.

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AUDITOR
GARY M. OLSON

BRADLEY BOSWELL JONES, P.S.
5440 CALIFORNIA AVENUE SW
SEATTLE, WA 98136

Document Title:

JUDGMENT AND DECREE OF FORECLOSURE

Grantor(s) (judgment debtor):

TANYA Y. SOUTHARD & GLENN D. SOUTHARD,
Husband & Wife and their marital community

Grantee(s) (judgment creditor):

WELLS FARGO BANK, NA

Legal Description:

THE EASTERLY 77.9 FEET OF LOTS 9 AND 12, CHESSEBROUGH ADDITION,
ACCORDING TO THE PLAT THEREOF RECORDED APRIL 9, 1954, IN BOOK A OF
PLATS. AT PAGE 104, RECORDS OF SKAMANIA COUNTY, WASHINGTON. EXCEPT
THAT PORTION OF SAID LOT 9 LYING NORTHERLY OF THE SOUTHERLY RIGHT
OF WAY LINE OF LOOP ROAD AS THE SAME WAS GRANTED TO SKAMANIA COUNTY
BE DEED OF TRUST DATED AUGUST 7, 1958.

Reference Number(s) (of documents assigned or released):

121753

Assessor's Property Tax Parcel/Account Number:
03 07 38 1 3 2100 00

Sup. Trans.	
Indexed	
Filed	
Recorded	
Numbered	
Indexed	
Filed	
Recorded	
Numbered	

SKAMANIA COUNTY
FILED

JUN 29 2001

LORRENA E. HOLLIS, CLERK

IN THE SUPERIOR COURT FOR THE STATE OF WASHINGTON
COUNTY OF SKAMANIAWELLS FARGO BANK, NA
Plaintiff,

v.

TANYA Y. SOUTHARD & GLENN D.
SOUTHARD, Husband & Wife and
their marital community, STATE OF
WASHINGTON-DEPARTMENT OF
CORRECTIONS;ALSO ALL OTHER PERSON OR
PARTIES UNKNOWN CLAIMING ANY
RIGHT, TITLE, ESTATE, LIEN OR
INTEREST IN THE REAL ESTATE
DESCRIBED IN THE COMPLAINT

Defendants.

01-9-00091-5

No. 01-2-00054-5

JUDGMENT AND DECREE OF
FORECLOSURE

(AMENDED)

JUDGMENT

1. JUDGMENT CREDITOR: WELLS FARGO BANK, NA
2. JUDGMENT DEBTOR: TANYA Y. SOUTHARD & GLENN D. SOUTHARD,
Husband & Wife and their marital community
3. PRINCIPAL JUDGMENT AMOUNT: \$22,399.16
4. INTEREST TO DATE OF JUDGMENT: \$1623.73
5. ATTORNEY'S FEES AWARDED \$1500.00
6. COSTS AWARDED: \$160.35
7. OTHER RECOVERY AMOUNTS \$288.90
8. PRINCIPAL JUDGMENT SHALL BEAR INTEREST AT 9% PER ANNUM

JUDGMENT AND DECREE OF
FORECLOSURE 1BRADLEY BOSWELL JONES, P.S.
ATTORNEY AT LAW
5440 CALIFORNIA AVENUE SW
SEATTLE, WASHINGTON 98136
(206) 933-1301

9. ATTORNEY FEES, COSTS AND OTHER RECOVERIES AT 9% PER ANNUM
 10. ATTORNEY FOR JUDGMENT CREDITOR: Bradley B. Jones

THIS MATTER having come before the undersigned judge of the above entitled court upon plaintiff's motion for judgment and decree of foreclosure; Default having been previously entered; the Court having reviewed plaintiff's motion and the attachments thereto; and it appearing that there are no material issues of fact herein and the judgment and decree of foreclosure on real property should be entered as a matter of law; now, therefore, it is

ORDERED, ADJUDGED AND DECREED as follows:

1. Judgment. That the plaintiff herein is granted judgement against the defendants Tanya & Glenn Southard and against the real property hereinafter described in the principal sum of \$22,399.16 plus interest thereon from August 5, 2000 as set forth in the judgment summary above, together with interest from date of judgment computed at the rate of 9% per annum; the sum of \$288.90 paid for title search; a sum for reasonable attorney's fees as set forth in the judgment summary above; and plaintiff's costs and disbursements herein and as set forth above plus interest from the date of entry of this judgment at the rate of 9% per annum.

2. Lien Status. The mortgage executed and delivered by defendant Glenn Southard, his wife, Tanya Southard on February 22, 1995, and recorded under Skamania County Auditor's No. 121753 a first, prior and superior lien to any other liens of defendants set forth (none) and is an encumbrance in favor of plaintiff on real estate in Skamania County, Washington described as follows:

See Attached.

which security instrument is now owned by plaintiff, and is hereby adjudged and decreed to be a valid first, prior and paramount lien

JUDGMENT AND DECREE OF
 FORECLOSURE 2

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1 upon the real property above described prior and superior to any
 2 and all right, title, interest, lien or estate of the defendant or
 3 of any one claiming by, through or under them subsequent to
 4 February 22, 1995, in and to said real property securing the
 5 payment of the judgment herein rendered.

6 3. Foreclosure. Said mortgage be and the same is hereby
 7 foreclosed and the real property therein described is hereby
 8 ordered sold by the sheriff of Skamania County, Washington in the
 9 manner provided by law for mortgage foreclosures and in accordance
 10 with the practice of this court.

11 4. No Deficiency. That the proceeds of such sale shall be
 12 applied toward the payment of the judgment rendered herein in favor
 13 of the plaintiff together with any costs and increased cost of sale
 14 and that if any deficiency remains after application of the
 15 proceeds of such sale thereon that since plaintiff in its complaint
 16 expressly waived any deficiency judgment, no deficiency judgment be
 17 entered against defendant Glenn D. Sourthard & Tanya Sourthard.

18 5. Twelve Month Redemption Period. That since the mortgage
 19 does not declare by its terms that the property is not primarily
 20 used for agricultural purposes and the plaintiff has expressly
 21 waived its right to a deficiency judgment, the plaintiff has
 22 complied with RCW 6.24.140 and the period of redemption shall be
 23 twelve months from the date of sheriff's sale and the sheriff is
 24 ordered to issue the sheriff's deed to the purchaser thereof at the
 25 termination of the twelve month period.

26 6. Foreclosure of Defendant's Rights. That all right, title,
 27 claim or interest of the defendant and of all persons claiming by,
 28

1 through or under them subsequent to February 22, 1999, the date of
 2 execution of the mortgage, which is foreclosed herein, is inferior
 3 and subordinate to the plaintiff's mortgage lien and is forever
 4 foreclosed as against plaintiff in this action except only for the
 5 statutory right of redemption.

6 7. Possession During Redemption. That the purchaser shall be
 7 entitled to immediate possession of the property, together with the
 8 rents, issues and profits arising therefrom.

9 8. Plaintiff Be Allowed Right to Become Bidder. That the
 10 plaintiff is permitted to become a bidder and purchaser at the
 11 sale, and that if the plaintiff herein is a successful bidder, it
 12 may apply the judgment herein granted in lieu of cash to satisfy
 13 its bid.

14 9. Insurance Policy. That all right, title and interest in
 15 and to the policy of hazard insurance on the said property shall
 16 pass to the purchaser at such sheriff's sale at the time of said
 17 sale.

18 DONE IN OPEN COURT this 29th day of June, 2001.

19
 20
 21 JUDGE

22 Presented by

23
 24 Bradley B. Jones, WSBA #10732
 25 Attorney for Plaintiff
 26
 27
 28

State of Washington
County of Skamania

I, Loren E. Hollis, County Clerk of the Superior
Court of Skamania County, Washington, DO HEREBY
CERTIFY that this instrument, consisting of 4
page(s), is a true and correct copy of the original
now on file and of record in my office and, as County
Clerk, I am the legal custodian thereof.

Signed and sealed at Stevenson, Washington

this date: 8-22-01
LOREN E. HOLLIS, County Clerk

by M. M. M. Deputy

RECORDATION REQUESTED BY:

First Interstate Bank of Oregon, N.A.
304 Oak Street
P.O. Box 330
Hood River, OR 97031

WHEN RECORDED MAIL TO:

First Interstate Bank of Oregon, N.A.
304 Oak Street
P.O. Box 330
Hood River, OR 97031

SEND TAX NOTICES TO:

TANYA Y. SOUTHARD and GLENN D. SOUTHARD
401 NW CHESSEY RD. P.O. BOX 601
STEVENSON, WA 98648

BOOK 209 PAGE 470 P.02

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0750456001

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE IS DATED FEBRUARY 22, 1995, between TANYA Y. SOUTHARD and GLENN D. SOUTHARD, HUSBAND AND WIFE, whose mailing address is 401 NW CHESSEY RD. P.O. BOX 601, STEVENSON, WA 98648 (referred to below as "Grantor"); and First Interstate Bank of Oregon, N.A., whose address is 304 Oak Street, P.O. Box 330, Hood River, OR 97031 (referred to below as "Lender"); 3-7-95-1-2-2100

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or altered buildings, improvements and fixtures; all easements, rights of way, and easements; all water, water rights, watercourses and ditch rights (including stock in water with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in SKAMANIA County, State of Washington (the "Real Property"):

THE EASTERLY 77.9 FEET OF LOTS 9 AND 12, CHESSEY ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 9, 1934, IN BOOK A OF PLATS, AT PAGE 104, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

EXCEPT THAT PORTION OF SAID LOT 9 LYING NORTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF LOOP ROAD AS THE SAME WAS GRANTED TO SKAMANIA COUNTY BY DEED DATED AUGUST 7, 1958.

The Real Property or its address is commonly known as 401 NW CHESSEY RD. P.O. BOX 601, STEVENSON, WA 98648. The Real Property tax identification number is 03 07 38 1 3 2100 00.

Grantor hereby assigns as security to, all of Grantor's right, title, and interest in and to all leases, rents, and profits of the Property. This assignment is recorded in accordance with RCW 65.08.070; the fee created by this assignment is intended to be specific, perfected and chosen upon the recording of this Mortgage. Grants to Grantor a license to collect the Rents and profits, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the indebtedness.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Oregon Uniform Commercial Code.

Grantor. The word "Grantor" means TANYA Y. SOUTHARD and GLENN D. SOUTHARD. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Note. The word "Note" means the promissory note or credit agreement dated February 22, 1995, in the original principal amount of \$28,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is March 10, 2010.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or annexed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions: