

(WASHINGTON MORTGAGE)

THIS MORTGAGE, made this 17th day of December, 1954, by and between CARL RODGERS and LOIS RODGERS, husband and wife now and at all times since prior to acquiring title to the real property hereinafter described,

of Underwood, County of Skamania, State of Washington, hereinafter called "mortgagor(s)," and THE NATIONAL BANK OF COMMERCE OF SEATTLE, a national banking association, hereinafter called "mortgagee,"

WITNESSETH:

The mortgagor(s) hereby mortgage(s) to the mortgagee, its successors and assigns, the following described real property, situated in the County of Skamania, State of Washington, to-wit:

All of that portion of the south half of the southeast quarter of the southwest quarter of Section 15, Township 3 North, Range 10 East W. M., lying south and west of the County Road over and across said subdivision, except the following described parcels:

- (1) Beginning at the southwest corner of the tract above described, thence north along the west line thereof 10 rods, thence east 20 rods, thence south 10 rods, thence west 20 rods to the point of beginning of the parcel hereby excepted;
- (2) A strip of land 20 feet wide along the south line of the tract first above described for road purposes.

TOGETHER with all right and interest therein now owned or hereafter acquired, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including, but not limited to, all heating, plumbing, lighting and ventilating apparatus, appliances, fixtures in or about any building now located on said premises or hereafter placed thereon, together with any and all renewals, betterments, additions or substitutions thereto, all of which said apparatus, appliances or fixtures are deemed by and between the parties hereto to constitute a part of the realty.

This mortgage is given and intended as security for the payment of the principal sum of One Thousand Sixty-three and 92/100-----Dollars (\$1,063.92),

together with interest thereon in accordance with the terms of a certain promissory note of even date herewith, executed and delivered by the mortgagor in favor of the mortgagee, or its order, and any renewals or extensions thereof.

This mortgage is also given and intended as security for the payment by the mortgagor(s) to the mortgagee of such additional sums of money as may hereafter be loaned or advanced by the mortgagee to or for the account of mortgagor(s), including any renewals or extensions thereof, it being provided, however, that the unpaid principal balances of all loans or advances made by the mortgagee to or for the account of mortgagor(s) which are to be secured hereby shall not at any one time exceed the principal sum set forth above and interest, regardless of any excess which may at any time be owing from said mortgagor(s) to the mortgagee; it being further provided that nothing herein contained shall be construed as obligating or shall obligate the mortgagee to make any such future loans or advances.

The mortgagor(s) covenant and agree with the mortgagee that mortgagor(s) will:

- (1) Forever warrant the title to all of the said premises to be free and clear of all liens and encumbrances other than this mortgage, and will execute and deliver any further necessary assurances of title thereto;
- (2) Promptly pay the principal and interest of said indebtednesses in accordance with the terms of said promissory note or notes or any renewals or extensions thereof;
- (3) Pay and discharge, as the same become due and payable, and prior to delinquency, all taxes, assessments, water rates or other charges of whatever kind and character, whether similar or dissimilar to those hereinabove specified, which are now or may hereafter be levied or assessed against or become liens upon the above described premises or any part thereof, or upon this mortgage or the money or debt secured hereby, until all of the said indebtedness secured by these presents is fully paid and satisfied;
- (4) Maintain, preserve and keep all of the property mortgaged hereunder in good order and repair and will not commit waste;
- (5) Keep the mortgaged property continually insured against loss or damage by fire to the full insurable value thereof in a reliable insurance company or companies satisfactory to the mortgagee, and cause all of said policies to be endorsed and assigned to and deposited with mortgagee; pay all premiums thereon as the same become due and payable, and cause to be attached to said policies loss payable clauses in favor and upon forms acceptable to mortgagee and any money received by or paid to mortgagee on account of said policies may be applied by it at its option either toward the payment of the then outstanding indebtedness or toward the replacing or restoring of the mortgaged premises.

In the event of a breach of any of the aforesaid agreements or covenants, the mortgagee, its successors or assigns, may, but shall not be obligated to pay any sums or perform any acts necessary to remedy such breach, and all sums so paid and expenses incurred in such performance shall be repaid on demand of the mortgagee, with interest at the rate of ten per cent (10%) per annum from the date of such payment, and all such payments shall be secured by this mortgage.

In the event of a breach of any of the covenants or agreements contained in said promissory note or notes or in this mortgage, then the entire indebtedness hereby secured shall at the option of the mortgagee become immediately due and payable without notice, and this mortgage may be foreclosed; and in any foreclosure of this mortgage a deficiency judgment may be taken by the mortgagee, its successors or assigns, for any balance of the judgment, interest and costs, that may remain unsatisfied after the foreclosure sale of said mortgaged property.

In any suit or other proceeding for the recovery of said indebtedness, the foreclosure of this mortgage or for the protection of the lien of this mortgage, the mortgagor agree to pay a reasonable attorney's fee, together with a reasonable sum for searching records and abstracting the same, which sums shall be secured hereby.

This mortgage and the covenants and conditions hereof shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Time is of the essence of this mortgage.

IN WITNESS WHEREOF, the mortgagor(s) have hereunto set their hands and seals the day and year first above written.



Carl Rodgers
Carl Rodgers

Lois Rodgers
Lois Rodgers