

RELEASED

BOOK

40 PAGE 297

WASHINGTON.

REAL ESTATE MORTGAGE

THE MORTGAGORS, BENJAMIN KAUL and LYDIA KAUL, husband and wife

or

..... hereby mortgage to the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, of Vancouver, a Corporation, Mortgagee, the following real property, with appurtenances, as hereinafter described, to-wit:

Government Lot 1 (being also described as the Northwest Quarter of the Northwest Quarter) and the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$, NW $\frac{1}{4}$), of Section 19, Township 2 North, Range 5 East of the Willamette Meridian.



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

All of which real property is situated in the County of Skamania State of Washington.

The lien of this mortgage shall also extend to and shall cover any future interest that the Mortgagors may acquire in the said real property, and also all future equipment, appurtenances, or fixtures, attached to or becoming a part thereof, as such equipment and appurtenances are hereinafter described, and also the rentals, issues and profits of the mortgaged property.

The debt secured by this mortgage is in the principal sum of \$..... 14,000.00 payable in 240 monthly installments of \$..... 104.39 each, and the debt secured hereby matures in full on the 1st day of March 19..... 83

..... all in accordance with the terms and conditions of one certain promissory note evidencing this debt, which note is of even date with this mortgage and is made, executed and delivered by the Mortgagor to the Mortgagee concurrently with this mortgage, and as a part of this contract.

Also this mortgage lien shall continue in force and exist as security for any and all other advances which may hereafter be made by the Mortgagee to the Mortgagor, and shall continue in force and exist as security for any debt now owing, or hereafter to become owing, by the Mortgagor to the Mortgagee.

The Mortgagor covenants that he is the owner of the above described premises; that the same are now clear of incumbrance; that he will keep the buildings and other destructible property covered by this mortgage, insured against loss by fire, in a sum at least equal to the Mortgagee's appraised value thereof; such insurance contract shall be issued by a responsible insurance company, and the policy evidencing the same shall be delivered into the possession of the Mortgagee. The said policy shall be endorsed by the Mortgagor and shall contain an appropriate clause providing that the loss thereunder, if any, shall be payable to the Mortgagee, in accordance with its interest at the time of loss. The Mortgagor further covenants that he will pay promptly all premiums on such insurance; and that he will pay promptly and before delinquency any and all installments of taxes, special assessments and other governmental levies, which may hereafter be levied against, or become a lien upon this mortgaged property; that he will keep the buildings and appurtenances on the said property in a good state of repair, all to the effect that the value of the said property shall not be impaired during the life of this mortgage.

The Mortgagor further covenants and agrees that any and all electric wiring, furnace and heating systems, including water heaters, burners, fuel storage bins and tanks, the plumbing, ventilating, water and irrigation systems, the screens and screen doors, built in mirrors, cupboards, cabinets, and other things of like or similar character, and all trees and garden shrubs, shall be considered as, and in case of foreclosure of this mortgage, adjudicated to be, fixtures, and a part of the mortgaged property, and shall pass to the purchaser at any execution sale resulting from a foreclosure of this mortgage, and in the absence of foreclosure, and during the life of this mortgage, none of such items shall be removed, nor their value in any way impaired, by the Mortgagor or his successor.

The Mortgagor further covenants and agrees that the loan secured by this mortgage is made upon the personal character and integrity of the Mortgagor, as well as upon the security offered, and that therefore he will not convey this mortgaged property, or any interest therein, without the consent of the Mortgagee, and if any such consent is given, and any such conveyance made, the purchaser or grantee will, personally, assume and agree to pay this debt.

Now if the Mortgagor shall fail to pay any installment of principal or interest upon this debt, or should he fail to perform strictly any other covenant or condition of this mortgage, or of the note evidencing the debt secured hereby, then, at the election of the Mortgagee, the whole debt secured hereby shall become immediately due and payable; and this mortgage may be immediately foreclosed, and the property covered by this mortgage may be sold as provided by law, or if the Mortgagor shall fail to pay any installment of taxes, special assessments, or other governmental levies, that may become due, or if he shall fail to purchase and pay the premium on any policy of insurance, then the Mortgagee may pay or advance such sums as may be necessary to pay such tax assessment, or governmental levy, or such insurance premium, and the amount so paid shall be added to and become a part of the debt secured hereby.

The Mortgagor further agrees that should there be default in the payment of any installment of principal or interest on said debt, or should he otherwise fail in the strict performance of this contract, and any expense is incurred by the Mortgagee in the way of attorney's fee, abstracting, examining records, travel, or any other expense resulting from such default, then such items of expense may be added to and become a part of the debt secured hereby.

The Mortgagor further agrees that if he should fail to make the payments as herein provided, or should he fail to perform any other covenant or condition of this contract, and in case of a foreclosure action, he agrees to pay, in addition to the principal and interest then due, and in addition to any items of expense as are above mentioned, such sum as the Court may adjudge reasonable as attorney's fees in such foreclosure action.

Further, in case of default, it is agreed that the Mortgagee may immediately take possession of the mortgaged property in case it is vacant, or if occupied by a tenant, then the Mortgagee may immediately collect and retain any and all accrued, or accruing, rentals and apply the same upon the debt secured hereby, and this instrument shall be construed and shall have the effect of an assignment of such accrued, and accruing rentals. Also, in case action is brought to foreclose this mortgage or to collect the debt secured hereby, the Mortgagor consents that a receiver may be appointed by the Court, without notice to the Mortgagor, and the Court is authorized to empower such receiver to take charge of the mortgaged property, to collect and receive rentals thereon, or otherwise manage the said property for the protection of the parties during the pendency of such foreclosure action.

The Mortgagor further represents that the funds loaned by the Mortgagee and secured by this mortgage are to be used to pay a portion of the purchase price of the mortgaged premises, and in any action upon this instrument, this mortgage shall be construed as a purchase money mortgage.

This contract is drawn in the singular person, but all pronouns and verbs shall be read either as singular or plural in accordance with the number actually executing.

Dated this 26th day of March 63

SIGNED AND DELIVERED IN THE PRESENCE OF

Benjamin Kaul
Lydia Kaul