

# MORTGAGE

**The Mortgagors**, Ray W. Higgins and So Yun Higgins, husband and wife,  
of Skamania County, Washington

hereby mortgage to VANCOUVER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation, located at Vancouver,  
Washington, MORTGAGEE, the following described real property situate in the County of Skamania  
State of Washington, to-wit:

That portion of the West Half of the Southeast Quarter (W $\frac{1}{2}$  SE $\frac{1}{4}$ ) lying westerly of  
the right of way acquired by the State of Washington for Primary State Highway No.  
8; and the east 10 acres of the North Half of the Southwest Quarter (N $\frac{1}{2}$  SW $\frac{1}{4}$ );  
in Section 9, Township 1 North, Range 5 E.W.M.

The within described property is not used principally for agricultural or farming  
purposes.  
Together with any interest the mortgagor may hereinafter acquire in said premises.

and all interest or estate therein that the mortgagors may hereafter acquire.

TOGETHER with all fixtures and articles of personal property owned by the Mortgagors and now or at any time  
hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real  
property, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property, including  
but without being limited to all screens, awnings, storm windows and doors, window shades, inlaid floor coverings, refriger-  
ators, boilers, tanks, furnaces, radiators, vaults and furnishings of every kind, and all heating, lighting, plumbing, gas, electricity,  
ventilating, refrigerating, air conditioning, and incinerating equipment of whatever kind and nature, elevating and watering  
apparatus, furnace and heating systems, water heaters, burners, and fuel storage bins and tanks and irrigation systems, and all  
built-in mirrors and cupboards and cabinets, and all trees, gardens and shrubbery, and also including installed ovens, dishwashers,  
dryers and intercommunication systems, all of which fixtures and articles of personal property are hereby declared and shall be  
deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their successors and  
assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the  
indebtedness herein mentioned and to be subject to the lien of this mortgage, all to secure the payment of the sum of

FIFTEEN THOUSAND AND NO/100- - - - - (\$ 15,000.00 ) Dollars  
and the interest thereon at the rate of seven and one half per centum per annum payable monthly, which principal  
sum and the interest thereon is repayable in equal monthly installments of

ONE HUNDRED TWENTY ONE AND NO/100- - - - - \$ 121.00 ) Dollars

beginning on the fifteenth day of September 19 66, and payable on the fifteenth  
day of each month thereafter, according to the terms and conditions of one certain promissory note bearing even date  
herewith.

The Mortgagors, for themselves and for their heirs and assigns, have covenanted and agreed, and do hereby  
covenant and agree to and with the said Mortgagee, its successors or assigns, as follows: They have a valid and unem-  
cumbered title in fee simple to said premises; they have the right to mortgage the same; they will not suffer or permit said  
premises to become subject to any lien or encumbrance that shall have precedence over this mortgage; they will neither do nor  
suffer waste; they will keep all buildings and improvements located upon the mortgaged premises in good condition and repair,  
and no building or other improvement will be removed or demolished without the consent of the mortgagee; and the taking  
of additional security, or the extension of time of payment of said indebtedness, or any part thereof, shall, at no time, release  
or impair the liability of any endorser or surety or security, or of any property that may occupy the place of a surety, nor  
improve the right of any junior lien holder, and this mortgage, as well as any renewal or extension thereof, shall be and  
remain a first and prior lien on all of said property not expressly released until said indebtedness is paid in full, and shall be  
security for payment of any renewal notes evidencing such indebtedness; they will render such further assurance of title as  
may be requested by the Mortgagee; they will warrant and defend said title unto said Mortgagee and unto his successors and  
assigns, against the lawful claims and demands of all persons whomsoever; they will pay all taxes or assessments that may be  
levied or assessed on said premises and all taxes that may be levied or assessed on this mortgage or to the holder of said note  
on account thereof at least thirty (30) days before they become delinquent. They will keep the buildings on said premises  
insured against loss by fire for their full insurable value by a fire insurance policy or policies with extended coverage during  
the time that the debt hereby secured, or any part thereof, shall remain unpaid. Said fire insurance to be in one or more  
responsible fire insurance companies satisfactory to the Mortgagee, the loss or damage, if any, under such fire insurance  
policies to be payable to the said Mortgagee; that Mortgagors will deposit with the Mortgagee all policies of fire insurance  
in force upon said buildings as collateral security for the payment of the indebtedness hereby secured and that they will deliver  
to the Mortgagee all renewal policies of fire insurance at least thirty (30) days before the expiration date. The Mortgagor  
instructs the Mortgagee to accept for insurance purposes what is commonly known as a "Homeowners" policy which covers  
the property above described and other risks named therein and to pay the premium therefor out of insurance premium funds  
accumulated with the Mortgagee for that purpose, to the extent that such accumulated funds will cover said premium. The  
Mortgagor understands that the Mortgagee is not obligated in any way to advance any of its own funds for purchase of any  
insurance, and that funds so advanced shall be charged to the Mortgagor. In case of loss and payment by any insurance  
company the amount of the insurance money shall be applied either on the indebtedness secured hereby or in rebuilding or  
restoring the damaged building as the Mortgagee may elect. If the Mortgagors shall at any time fail to keep said building  
insured, the Mortgagee, at its option, may declare due and payable the entire debt secured by this mortgage and the said  
Mortgagee shall always have the right in case of default to effect such insurance and to pay the premium therefor, and any and  
all sums so paid by the Mortgagee shall become and be a part of the debt secured by this mortgage and shall be a lien upon  
said premises, but in no event shall the Mortgagee be held responsible for failure to have any insurance written or for any loss  
damage growing out of a defect in any policy, or growing out of the failure of any insurance company to pay for any loss or  
damage insured against. That the Mortgagee is authorized to compromise and settle any claims for insurance, and to receipt  
therefor on behalf both of the Mortgagor and his assigns and the Mortgagee.

At any time during the life of this mortgage, if any law of the State of Washington shall be enacted imposing or author-  
izing the imposition of any specific tax upon mortgages or upon principal or interest of moneys or notes secured by mortgages  
or by virtue of which the owner of the premises above described shall be authorized to pay any tax upon said moneys, note or  
mortgage, or either of them, and deduct the amount of such tax from any such moneys, note or mortgage, or by virtue of  
which any tax or assessment upon the mortgaged premises shall be chargeable against the owner of said moneys, note or  
mortgage, or in the event the mortgage debt or the income derived therefrom becomes taxable under any law of the State of  
Washington, then the principal sum hereby secured, with all accrued interest thereon, at the option of the Mortgagee, at any time  
after the enactment of such law, shall become due and immediately payable, whether due by lapse of time or not; provided,  
however, that if notwithstanding any such law, the Mortgagors may lawfully and shall pay to or for the Mortgagee, its  
successors and assigns, any such tax, this mortgage shall remain the same as if such law or laws had not been passed.

Furthermore, to fully protect this mortgage, the Mortgagors, together with, and in addition, the monthly installments  
of principal and interest payable under the terms of the note secured hereby, will on the fifteenth day of each month,  
until said note is fully paid, pay to the Mortgagee the following sums:

- (1) A sum equal to the premiums that will next become due and payable on policies of fire and other hazard insur-  
ance covering the mortgaged property, plus taxes and assessments next due on the described premises (all as  
estimated by the Mortgagee), less all sums already paid therefor divided by the number of months to elapse  
before one month prior to the date when such premiums, taxes and assessments will become delinquent, said  
amounts to be held by the Mortgagee in trust to pay premiums, taxes and special assessments, as herein stated.

- (2) All sums so paid, being the amounts due on the original note secured hereby and the sums stated in this paragraph,  
it be applied by the Mortgagee first to taxes, assessments, fire and other hazard insurance premiums.