

## MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that John H. Arenos and

Neva J. Arenos, his wife, of Skamania County, State of WASHINGTON, hereinafter whether one or more called the "Mortgagor", has become justly indebted to Modern Home Improvement Co. of MWUINOMAH County, State of OREGON, hereinafter called the "Mortgagee", in the sum of Four Thousand, Eight Hundred and Eighty Eight and 84/100 DOLLARS (\$4,898.88) evidenced by a Retail Installment Contract in the amount \$4,898.88 and a promissory note in the amount of \$4,898.88, both of even date herewith and payable in 84 monthly instalments in the combined sum of Fifty-Eight and 32/100 DOLLARS (\$58.32), the first payment commencing on the 5<sup>th</sup> day of December

19 66, and continuing on the same day of each month thereafter until fully paid, together with late charges of five (5) cents per \$1.00 on each instalment not paid within ten (10) days of the due date, but not exceeding the lawful maximum, and interest after maturity at the rate of 10% per annum (hereinafter collectively referred to as "Note").

NOW, for and in consideration of the aforesaid indebtedness and to secure the prompt payment of the same, Mortgagor has bargained and sold and does hereby grant, bargain, sell and convey unto the said Mortgagee, his successors and assigns,

the following described lot or parcel of land situated in Skamania County, State of WASHINGTON to-wit:  
Commencing at a point  $32\frac{1}{2}$  rods South of the Northeast Corner of Section 20, Township 3 North, Range 8 East of the Willamette Meridian, Skamania County, Washington; thence South  $19\frac{1}{2}$  rods; thence West  $18\frac{1}{2}$  rods; thence South 13 rods; thence West  $18\frac{1}{2}$  rods; thence North  $32\frac{1}{2}$  rods; thence  $137$  rods to the point of beginning:  
EXCEPTING public roads and rights of way on, over and across the above described real property.

Together with all rights, members, privileges, hereditaments, easements and appurtenances belonging or appertaining. Mortgagor hereby covenants and warrants to the Mortgagee, his heirs, successors and assigns, that he has a fee simple title to said property, free from all encumbrances except:

TO HAVE AND TO HOLD all and singular the aforegranted and bargained premises unto the Mortgagee forever, provided always that if the Mortgagor shall and will pay to the order of the Mortgagee, according to its tenor and effect, that certain Note of even date herewith and secured hereby and any other sums which become owing by the Mortgagor to the Mortgagee prior to cancellation hereof, then this mortgage shall cease, terminate and be void, otherwise to remain in full force and effect.

The Mortgagor agrees and covenant to pay all taxes and special assessments against the property and agrees to pay all taxes levied under the laws of this State on the indebtedness secured hereby. Mortgagor further covenants and agrees that he will at all times until the release of this mortgage keep in force a policy of insurance on that portion of the mortgaged property which is insurable covering loss and damage by fire and the other casualties covered by the usual comprehensive casualty insurance policy. Such policy shall be with an insurer acceptable to the Mortgagee, in an amount not less than the balance owing upon the indebtedness secured hereby, with loss payable to the Mortgagee. In the event of loss, Mortgagor shall give immediate notice by mail to the Mortgagee, who will make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagor jointly but, in the event any payment is made jointly, Mortgagor hereby authorizes Mortgagee to endorse his name on any check, draft or money order as his attorney-in-fact. Upon payment for loss, the Mortgagee may at his sole option apply such proceeds to reduce the balance of the indebtedness, or to restore the mortgage property. In the event of Mortgagor shall neglect or refuse to obtain said insurance or pay any taxes when due, then the Mortgagee may at his sole option obtain such insurance or pay all such taxes or both, and all sums expended therefor are hereby secured by this mortgage and shall be due immediately from Mortgagor to Mortgagee with interest at the rate of 10% per annum from the date of payment by the Mortgagee until paid.

The Mortgagor agrees and covenants that he will maintain the mortgaged property in good condition and not to commit or to permit anyone else to commit waste, reasonable wear and tear excepted. Upon the failure of the Mortgagor to so maintain the mortgaged property, the Mortgagee may cause reasonable maintenance work to be performed at the cost of the Mortgagor. Any such sum so expended shall be due immediately from Mortgagor with interest at the rate of 10% per annum from the date expended until paid.

The Mortgagor hereby vests the Mortgagee with the full power and authority, upon the breach of any covenant or warrant herein contained, or upon any default in the payment of any instalment provided in the Note or any renewal or extension thereof, or in the performance of any agreement herein contained, to declare the entire indebtedness hereby secured immediately due and payable, without notice to any person, to proceed to foreclose this mortgage, at law or in equity, in accordance with laws of this State.