

3-14-72
Vol 49 p 124

8/9/72
Br 49 p. 124

70413

BOOK 47 PAGE 96

MH-1

Mortgage

The Mortgagors,

- - -HARRY F. SPRING and CORRINE J. SPRING, his wife;- - -

hereby mortgage to WASHINGTON MUTUAL SAVINGS BANK, a corporation, hereinafter called the mortgagee, the following described real property situated in Skamania County, State of Washington, and all interest or estate therein that the mortgagors may hereafter acquire, together with the income, rents and profits therefrom, to-wit:

Beginning at the Southwest corner of the Southeast Quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian; thence North 30 feet; thence East 30 feet; thence North 1,248.05 feet; thence East 208.5 feet to the initial point of the tract hereby described; thence North 208.5 feet; thence East 208.5 feet; thence South 208.5 feet; thence West 208.5 feet to the initial point;
R said tract containing one acre, more or less;- - - - -

together with all plumbing, lighting, air conditioning and heating (including oil and gas burners) apparatus and equipment now or hereafter installed in said premises including but not limited to that certain 1968 Utah Mobile Homes, Inc. "Columbia" mobile home, Model 400 51 x 24 3BR, Manufacturer's Serial No. FHU 24-513-S6614, and all personal property which is now or may hereafter be attached to, located in, or used or intended to be used in connection therewith, all of which at the option of the mortgagee shall be considered personalty or part of the realty, to secure the payment of NINE THOUSAND AND NO/100- Dollars (\$ 9,000.00), with interest, according to the terms of a promissory

note of even date herewith executed by the mortgagors to the order of the mortgagee and to secure any sums the mortgagee may advance or expenses it may incur hereunder or otherwise to protect or realize upon the property, including the above-described mobile home and related property, or under a security agreement of even date herewith wherein the mortgagors gave the mortgagee a security interest in said mobile home and related property.

The mortgagors covenant with the mortgagee as follows: That they are the owners in fee simple of all the above-described property and that the same is unencumbered; that the property mortgaged hereby is not used principally or primarily for agricultural or farming purposes; that they will, during the continuance of this mortgage permit no waste of the premises, will pay before delinquent all lawful taxes and assessments upon the mortgaged property and upon this mortgage or upon the money or debt secured hereby, and will keep the property free and clear of all other encumbrances impairing the mortgagee's security, and will timely comply with all the terms, covenants and conditions of the above-described security agreement.

Should the mortgagors fail to keep any of the foregoing covenants, or any of the covenants of the above-described security agreement, then the mortgagee may perform them, without waiving any other right or remedy given for any such breach; and all expenditures in that behalf shall be secured by this mortgage and bear interest at the rate of twelve per cent (12%) per annum and be repayable by the mortgagors on demand.

In case of default in the payment of any installment of said debt, or of a breach of any of the covenants herein contained, or contained in the above-described security agreement, then the entire debt hereby secured shall, at the mortgagee's option, become immediately due without notice, and this mortgage may be foreclosed. Mortgagors agree that in the event of a default hereunder or under the above-described security agreement for which this mortgage might be foreclosed, the mortgagee at its option may: elect to treat the mobile home and some or all of the related property as personalty and realize thereon pursuant to the security agreement, or may elect to treat the mobile home and some or all of the related property as realty and realize thereon hereunder, or may proceed under the security agreement with respect to part of the collateral and hereunder with respect to other parts, or may proceed concurrently under both, or under any combination of the foregoing, or may exercise any other right or remedy available at law or in equity. The parties agree that the reference herein to the mobile home shall not be determinative of whether or not it is a part of the real estate but that the mobile home may at the option of the Bank be treated and dealt with and realized upon as personal property.

If any question should arise as to whether all or part of the above-described property is realty or personalty, the Bank may, at its option, treat all of said property as realty and commence an action to foreclose this mortgage whereupon all persons having or claiming interests in all or part thereof shall have all the rights provided by law incident to the foreclosure of real property mortgages.

The mortgagors shall pay the mortgagee a reasonable sum as attorney's fees in any suit that may be lawfully brought for the foreclosure of this mortgage and in any suit which the mortgagee, to protect the lien hereof, is obliged to prosecute or defend; and shall pay such reasonable cost of searching records and abstracting the same as may necessarily be incurred in foreclosing this mortgage or protecting the same; which sums shall be secured hereby and may be included in the decree of foreclosure. Upon bringing action to foreclose this mortgage or at any time while such proceeding is pending, the mortgagee, without notice, may apply for and secure the appointment of a receiver for the mortgaged property or any part thereof, and the income, rents and profits therefrom.

DATED at Vancouver, Washington, September 13, 19 68.

Harry F Spring
Harry F. Spring
Corrine J Spring
Corrine J. Spring