

**REAL ESTATE MORTGAGE**

(Washington Form)

#1639

BOOK 48 PAGE 45

THIS MORTGAGE, made this 30th day of October, 1969, by and between

William Walter Loy

of Vancouver, County of Clark, State of Washington, hereinafter called "mortgagor", and  
THE NATIONAL BANK OF COMMERCE OF SEATTLE, a national banking association, hereinlater called "mortgagee", at its  
White Salmon Branch Office in White Salmon, Washington,

**WITNESSETH:**

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

Beginning at a point on the southerly line of the Evergreen Highway which said point is south 81° 00' east a distance of 800 feet from a point which is south 1257 feet and west 38.93 feet from the common corner to Sections 15, 16, 21 and 22, Township 2 North, Range 7 E.W.M., thence south 09° 00' west 50 feet; thence south 81° 00' east 50 feet; thence north 09° 00' east 50 feet; thence north 81° 00' west 50 feet to the point of beginning; said tract being designated as the northerly one-half of Lot 9 of Block One of the unrecorded plat of North Bonneville, Washington, County of Skamania, State of Washington.

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

TOGETHER WITH all right, title and interest therein, now owned or hereafter acquired, and all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appendant, and all fixtures, ornaments and equipment which are now or may hereafter be in any way attached to or part of said real property or any improvements thereon, including, but without limiting the generality of the foregoing, all heating, lighting, refrigerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboard, plumbing, lifting, refrigerating, air cooling and air conditioning, ventilators, stoves, wall beds, refrigerators, cabinets, partitions, ducts and compressors, and any and all renewals, replacements, betterments and substitutions to any and all of the foregoing, all of which said property shall be deemed as between the parties hereto to constitute a part of the estate.

This mortgage is given and intended as security for the payment of the principal sum of \$1,423.20, ONE THOUSAND FOUR HUNDRED TWENTY THREE AND ~~00/100~~ DOLLARS, 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 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 the mortgagor, including any renewals or extensions thereof, it being provided, however, that the unpaid principal balance of all loans or advances made by the mortgagee to or for the account of the mortgagor 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 mortgage 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 covenants and agrees with the mortgagee that said mortgagor will:

(1) Forever warrant the title to all said premises to be free and clear of all liens and encumbrances other than this mortgage, and will execute and deliver any further necessary documents of title thereto;

(2) Promptly pay the principal and interest of said indebtedness 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 bills 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 due upon the above described premises or any part thereof, or upon his interest in the money or debt secured hereby, until all of the said indebtedness so secured by these premises is fully paid and satisfied;

(4) Maintain, preserve and keep all of the property mortgaged herein for in good order and repair and will not commit or permit waste thereof;

(5) Keep the mortgaged property continuously insured against loss or damage by fire, with extended coverage, in an amount (but in no event less than the principal sum aforesaid), under form(s) of policy (with loss payable and mortgagee clause in favor of mortgagee attached), and with a less than full insurance company or companies, all as may be required by and satisfactory to mortgagee, and cause each such policy to be assigned to, and deposited with mortgagee, together with timely evidence of advance payment of all premiums thereon.

In the event of a breach of any of the aforesaid agreements or covenants, the mortgagee may, but shall not be obliged to, pay any sums or perform any act necessary to remedy such breach, and all sums so paid and expenses incurred in such performance shall be repaid by mortgagee to mortgagee on demand, 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. The receipt of the tax official, assessing body, insurance company, or other person to whom mortgagee makes any such payment shall be conclusive evidence as between mortgagee and mortgagee of the propriety of such payment.

Any sum so payable under any insurance policy aforesaid, and any money which may be awarded, recovered, or entitled upon, for the taking, damaging or destruction of all or any portion of the mortgaged property shall be applied, at mortgagee's option, when received, toward payment of the indebtedness and other sums secured hereby.

This is the essence of this mortgage, and in the event of a breach of any of the covenants, warranties or agreements contained herein, 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 for any balance of the judgment, interest and costs, that may remain uncanceled after the foreclosure sale of said mortgaged property.

In the event of any suit or other proceeding for the recovery of said indebtedness and/or the foreclosure of this mortgage, or wherein mortgagee shall appear to establish or prove the lien hereof, the mortgagor agrees to pay to mortgagee as attorney's fees a sum equal to 3 percent of the unpaid principal secured hereby as of the date of the breach or other occurrence giving rise to such suit or proceeding (but in no event less than \$350), together with such additional sums as the court may award as such fees by reason of contest by mortgagor or persons claiming under mortgagor, in such suit or proceeding, together with the amounts then customarily charged by local title insurance companies for search and report on this preliminary or foreclosure, all of which sums shall be and are secured hereby.

This mortgage is binding on the heirs, personal representatives, successors and assigns of the mortgagor, and shall inure to the benefit of mortgagee, its successors and assigns. Words used herein shall take the singular or plural number as the number of parties hereto shall require, and if there is more than one signer as mortgagor, their obligations hereunder shall be joint and several.

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

IN WITNESS WHEREOF, the person(s) designated as mortgagor have sethand and seal hereto, the day and year first above written.

VOL 102 NO 225

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE FIFTH INSTRUMENT IN WRITING, FILED BY

*Dale Paul & Constance*  
OP-266-66-Sub-A

AT 10:45 A.M. NOV. 31, 1969.

WAS RECORDED IN BOOK 410

OF 1969 AT PAGE 43-1

RECORDS OF SKAMANIA COUNTY, WASH.

*John C. Johnson*  
COUNTY JUDGE

BY *Ernestine*

REGISTERED	<input checked="" type="checkbox"/>
INDEXED, DIR.	<input type="checkbox"/>
SEARCHED	<input type="checkbox"/>
RECORDED	<input type="checkbox"/>
COMPARED	<input type="checkbox"/>
MAILED	<input type="checkbox"/>

74639

BOOK 41 PAGE 44

STATE OF WASHINGTON,  
County of *Klickitat*

On this 30th day of October 1969, before me personally appeared

William Walter Loy

NOTARIAL ACKNOWLEDGMENT  
(Individual or Partnership)

1969

before me personally appeared

to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged

the same to be his free and voluntary act and deed for the uses and purposes and in the capacity (ies) therein mentioned.

I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington,

residing at White Salmon

STATE OF WASHINGTON.  
County of

NOTARIAL ACKNOWLEDGMENT  
(Corporation)

On this Day of 19 before me personally appeared

and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal it affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

Notary Public in and for the State of Washington,

residing at



REAL ESTATE MORTGAGE  
(Washington Form)

Filed for Record or Request of

White Salmon Branch Office  
NATIONAL BANK OF COMMERCE of Seattle  
P.O. Box 67  
P.O. BOX ON STREET

White Salmon, Wa. 98672  
CITY, STATE, ZIP-CODE NO.

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THIS SPACE RESERVED FOR RECORDERS USE	
STATE OF WASH., COUNTY OF KICKTAT	
FILED OR RECORDED	
Vol. 102M, of Mtgs. Page 125-6	
Request of N. B. of G. W. S. Br.	
On November 3, 1969, A.M. 1969	
Archie C. Reddick, County Auditor	
Jesse P. Butcher, Deputy	
Mail to N. B. of G. W. S. Br.	