

WASHINGTON

~~BOOK 45 PAGE 74~~

21-286

MORTGAGE

THIS MORTUARY STATE FILE 31st Day of December, 1969, by
BENNIE R. WHITE and JOAN M. WHITE,
husband and wife

of _____, County of _____, State of Washington, mortgagee, and
the Administrator of Veterans Affairs, Officer of the United States of America, whose principal office
and post office address is Veterans Administration, Washington 25, D.C., and his successors in office,
as such, and assigns, mortgagee.

WITNESSETH, That the mortgagor/mortgagor to the mortgagee, his successors in office and assigns, the following described property, situated in the County of _____ and State of Washington, to wit:

A tract of land in Lot 2 of SKAMANIAN LIGHT AND POWER COMPANY'S ELECTRIC ADDITION according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, more particularly described as follows:

Beginning at a point 234.15 feet south of the northwest corner of the said Lot 2; thence east 230 feet to the east line of said Lot 2; thence south 168 feet, more or less, to the northerly right of way line of the county road known and designated as the Rock Creek Road; thence north 68° 51' west following the northerly line of said right of way 246.61 feet to intersecting with the west line of the said Lot 2; thence north 68 feet, more or less, to the point of beginning; EXCEPT the west 100 feet thereof.

The within described mortgaged property shall be the security for agricultural or farming purposes only, for with-in tenements and improvements hereon or appurtenant thereto, and all rents, issues and profits thereof provided, however, that the mortgage shall be entitled to collect and retain the said rents, issues and profits made default in or under it, and all the proceeds of any or all of the said agricultural or farming improvements hereon described, and the said rents, issues and profits of the said agricultural and farming improvements, which are and shall be deemed to be, within said portion of the whole, and are a portion of the whole of the said improvements hereon mentioned;

together with all interest thereon of the mortgagee and that which is hereafter acquired by him.

To secure the payment of the principal sum of Eleven thousand Nine hundred and no/100ths Dollars (\$ 11,900.00), as evidenced by a certain promissory note of even date herewith and the terms of which are incorporated herein by reference, with interest from date at the rate of seven and one-half per centum (7½ %) per annum on the balance remaining from time to time unpaid; the said principal and interest to be payable at the office of the Loan Guaranty Officer, Veterans Administration Regional Office in Seattle, Washington, or at such other place as the holder may designate in writing delivered or mailed to the mortgagor, in monthly installments of Eighty seven and 95/100ths (\$ 87.95), commencing on the first day of February, 1970, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that, if not sooner paid, the final payment of the entire indebtedness evidenced by said note, shall be due and payable on the thirtieth day of December, 1994.

And the mortgagor does hereby covenant that he is lawfully seized of an indefeasible estate in fee (or such other estate, if any, as is stated herein); that said premises are free of any encumbrances except as herein otherwise recited; that he hereby warrants the usual covenants to the same extent as a statutory warranty deed under the laws of the State of Washington and all covenants herein made, and that he will defend against any breach of any or all of the same.

The mortgagor further covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Any prepayment made on other than an installment due date will not be credited until the next following installment due date.

2. In order more fully to protect the security of this mortgage, the mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the installment due day of each month until the said note is fully paid, will pay to the mortgagee:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policy of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the mortgagee, and of which the mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- I. Ground rents, taxes, assessments, fire and other hazard insurance premiums;
- II. Interest on the note secured hereby; and
- III. Amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payments shall, unless made good by the mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. At mortgagee's option, mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

together with all interest thereon of the mortgage and the which is hereafter acquired by him.

To secure the payment of the principal sum of Eleven Thousand Nine Hundred and no/100ths Dollars (\$ 11,900.00), as evidenced by a certain promissory note of even date herewith and the terms of which are incorporated herein by reference, with interest from date at the rate of seven and one-half per centum (7 1/2 %) per annum on the balance remaining from time to time unpaid; the said principal and interest to be payable at the office of the Loan Guaranty Officer, Veterans Administration Regional Office in Seattle, Washington, or at such other place as the holder may designate in writing delivered or mailed to the mortgagor, in monthly installments of Eighty-seven and 95/100ths Dollars (\$ 87.95), commencing on the first day of February, 1970, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that, if not sooner paid, the final payment of the entire indebtedness evidenced by said note, shall be due and payable on the thirty first day of December, 1994.

And the mortgagor does hereby covenant that he is lawfully seized of an indefeasible estate in fee (or such other estate, if any, as is stated herein); that said premises are free of any encumbrances except as herein otherwise recited; that he hereby warrants the usual covenants to the same extent as a statutory warranty deed under the laws of the State of Washington and all covenants herein made, and that he will defend against any breach of any or all of the same.

The mortgagor further covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Any prepayment made on other than an installment due date will not be credited until the next following installment due date.

2. In order more fully to protect the security of this mortgage, the mortgagor, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, on the installment due day of each month until the said note is fully paid, will pay to the mortgagee:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the mortgagee, and of which the mortgagor is notified), less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, and sums to be held by mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- I. Ground rents, taxes, assessments, fire and other hazard insurance premiums;
- II. interest on the note secured hereby; and
- III. amortization of the principal of said note.

Any deficiency in the amount of any such aggregate monthly payments shall, unless made good by the mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. At mortgagee's option, the mortgagee shall pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments. The said "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the mortgagor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the mortgagee for ground rent, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the mortgagor for such items or, at mortgagee's option, shall be refunded to mortgagor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the mortgagor shall pay to the mortgagee any amount necessary to make up the deficiency within thirty (30) days after written notice from the mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the mortgagor shall tender to the mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the mortgagee shall, in computing the amount of such indebtedness, credit to the account of the mortgagor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the mortgagee acquires the property otherwise after default, the mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of mortgagor under (a) of paragraph 2 preceding as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on said note.

4. That the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and will promptly deliver the official receipts therefor to the said mortgagee; and in default thereof the mortgagee may pay the same.

6. He will keep all buildings and structures now on said premises or hereafter placed thereon in good repair and in as good condition as they now are, complete all buildings or other structures being or about to be built thereon, and he will permit no waste upon the mortgaged premises.

7. He will continuously maintain hazard insurance, of such type or types and amounts as mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the mortgagee and the policies and renewals thereof shall be held by the mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss mortgagor will give immediate notice by mail to the mortgagee, who may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment of such loss directly to the mortgagee instead of to the mortgagor and the mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. He will not execute or file of record any instrument which imposes a restriction upon the sale or occupancy of the property described herein on the basis of race, color or creed.

9. If he default in any of the covenants or agreements contained herein, or in said note, then the mortgagee may perform the same, and all expenditures made by the mortgagee in so doing shall draw interest at the rate provided for in the principal indebtedness, and shall be repayable by the mortgagor to the mortgagee, and, together with interest and costs accruing thereon, shall be secured by this mortgage.

10. Upon the request of the mortgagee, the mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the mortgagor and mortgagee. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the mortgagee. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

11. If there is a default, regardless of whether the mortgagee elects to foreclose this mortgage, the mortgagee may collect all rents which may become due on the above property, deduct therefrom any necessary operating expenses, and apply the remainder to the balance due on the mortgage.

12. The mortgagee may appear in and defend any action or proceeding purporting to affect the security hereof, and the mortgagor will pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which the mortgagee may appear.

13. If the mortgagor shall well and truly pay, or cause to be paid, the promissory note secured hereby, with interest as it shall become due and payable and shall make all other payments provided for herein and therein, and shall otherwise comply with and perform the conditions and covenants herein contained, then this indenture and the estate hereby granted shall be null and void; otherwise, to remain

