73009

## MORTGAGE

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The Mortgagors.

ROBERT I. FERGUSON and VIVE V. FERGUSON, husband and wife

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Washougal, Washington

Hereby mortgage to Clarke County Savings and Loan Association, a Washington corporation, the following described real property situated in CHECOCounty, State of West ington, to-wit: Skamania

> The South Half of the Northwest Quarter (SaNWa) of K Section 8, Township 1 North, Range 5 E.W.M.

at dall interest or estate therein that the mortgagers may hereafter acquire, together with the appurtenances and all awnings, we allow shades, screens, mantles, and all plumbing, lighting, heating, cooling, ventilating, elevating and watering apparatus, furnace and heating systems, water heaters, fuel storage bins and tanks and irrigation systems and all built-in mirrors, cooking ranges, refrigerators, dishwashers and cuphoards and cabinets, and all trees, gardens and shrubbery, and other like things and matters, and other fixtures whether now or horeafter belonging to or used in the enjoyment of said property, lall of which shall be construed as a part of the realty. The within described mortgaged property is not used principally for heritaging to property. agricultural or farming purposes.

All to secure the payment of the sum of "TWENTY TWO "FOUSAGE SEVEN GUNDRED and NO/100-- - - - ts 22,700.00 

with interest thereon, and payable in monthly installments of \$ 175,99

beginning on the 19th day of February . 1970 , and payable on the 10th day f each month thereafter, according to the terms and conditions of one certain promissory note bearing even date herewith.

This mortgage lien shall continue in force and exist as security for any and all other advances which may bereafter be node by the Mortgages to the Mortgagor, and shall continue in force and exist as security for any debt now owing, or hereafter to become owing, by the Mortgagor to the Mortgages.

The Mortgagors hereby (jointly and severally if more than one) ( venant and agree with the Mortgagoe as follows:

That the Mortgagors have a valid, unincumbered title in fee simple to said premises, and will warrant and forever defend the same against the lawful claims and demands of all person whomsoever.

That the Mortgagors will during the continuance of this mortgage, permit no waste or strip of the mortgaged premises and will keep the buildings and appurtenances on said property in good state of repair.

That the Mortgagors will pay said promissory note according to its terms. Should the Mortgagors fail to pay any installment of principal or interest provided for in said note, or any sum due under this mortgage, or breach of any covenant or agreement herein contained, then the entire debt secured by this mortgage shall, at the election of the Mortgagor, become immediately due and payable. Should the Mortgagors fail to pay any sum which, they are required to pay, the Mortgagor may, without we'lest of any remedy hereunder for such breach, make full or partial payment thereof, and the amount so paid with interest thereon at 10° per annum shall become immediately payable to the Mortgagor and shall be secured by this mortgage. Any payments made by the Mortgagors upon the indebtedness secured by this mortgage may be applied as the Mortgagor may either upon the amount which may be due upon said promissory note or upon any amount which may be due under the provisions of this mortgage.

That the Mortgagers will keep all buildings thereon continuously insured against loss or damage by fire and such other hazards as the Mortgagee may specify to the extent of the amount due hereunder, in some responsible insurance company or compan es satisfactory to the Mortgagee and for the protection or the latter, and that the Mortgages will cause all insurance policies to be suitably endorsed and delivered to the Mortgagee, together with receipts showing payment of all premiums due policies to be suitably endorsed and delivered to the Mortgagee, together with receipts showing payment of all premiums due therefor, and that the Mortgagers will keep no insurance on said building other than as stated herein. That it shall be optional therefor, and that the Mortgagee to name the company or companies and the agents thereof by which the insurance shall be written, and to with the Mortgagee to name the company or companies and eause to be cencelled any policy which may be received or accepted and to place the insurance or cause the policies to be written, all at the cost, charge and expense of the Mortgagee; but or company to have any insurance written or for any loss or damage growing in no event shall the Mortgagee be held responsible for failure to have any insurance written or for any loss or damage insured out of a defect in any policy, or growing out of the failure of any laturance 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 outh of the Mortgages and their assigns and the Mortgagee.

That the Mortgagors will pay all taxes, assessments, and other governmental levies, now or hereafter assessed against the mortgaged premises, or imposed upon this mortgage or the note secured hereby, as soon as the same become due and payable, and shall immediately pay and discharge any lien having precedence over this mortgage. And to assure prompt payment the Mortgagors agree to pay to the Mortgagee monthly budget payments estimated by the Mortgagee to equal one-upon the mortgage premises, or upon this mortgage or the note secured hereby, the amount of such payments be come due upon the mortgaged premises, or upon this mortgage or the note secured hereby, the amount of such payments to be adjusted from time to tire as conditions may require. The budget payments so accumulated may be applied by the Mortgagee to the payment of such taxes, assessments, or levies, in the . Jounts shown by the official statements thereof, and to the payment of mortgagee as collaterial security for full performance of this mortgage and the note secured hereby and the Mortgagee may, at any time, without notice, apply said budget payment upon any sums delinquent upon said note or under the terms of this mortgage.

In any action brought to foreclose this mortgage or to protect the lien hereof, the Mortgagee shall be entitled to recover from the Mortgagors a reasonable attorney fee to be allowed by the court, and the reasonable cost of searching the records and obtaining abstracts of title or title reports for use in said action, and said sums shall be secured by this mortgage. In such foreclosure action a deficiency judgment may be entered in favor of the Mortgagee, and a receiver may be apposited at the Mortgagee's sequest to collect the rents, issues and profits from the mortgaged premises.

And it is further covenanted and agreed that the owner and holder of this mortgage and of the promissory note secured hereby shall have the right, without notice, to grant to any person liable for said mortgage indebtedness, any extension of time for payment of all or any part thereof, without in any way affecting the personal liability of any party obligated to pay such

Wherever the terms "mortgagors" occur herein it shall mean "mortgagor" when only one person executed this document, and the liability hereunder shall be joint and several.

Dated at Camas, Washington December 29th

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STATE OF WASHINGTON. County of Clark

On this day personally appeared before me ROBERT D. FERGUSON and VIVE V. FERGUSON, husband and wife to me known to be the individual 3. described in and who executed the within and foregoing instrument, and acknowledged that signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of December, 1970 Notary Public in and for the State of residing at Camas, therein. **JOEXED** OK FILE PILE

MORTGAGE

ROBERT D. FERGISON VIVE V. FERGISON

CLARKE COUNTY SAVINGS AND LOAN ASSOCIATION

THEREOF CENTRY THAT YES GOUNTY OF SKANENIA SS NSTRUMENT OF Clarke County Savings & Loan Association