

REAL ESTATE MORTGAGE

BOOK

PAGE 25

7174

THIS MORTGAGE was made

31st day of December

A.D. 69, by and between

GARY R. RECKENLUND and JUDITH A. RECKENLUND, husband and wife

of Stevensth County of Skamania State of Washington, hereinbefore called "mortgagors", and
THE NATIONAL BANK OF COMMERCIAL OF SEATTLE, a national banking association, hereinbefore called "mortgagee", as in

Census Town of in County 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, as follows:

Lot 5 of STRAWBERRY HILL TRACTS in Section 36, Township North, Range 7½ E., W. M., according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington;

Also: That portion of Lot 6 of STRAWBERRY HILL TRACTS aforesaid described as follows: Beginning at the southwest corner of Lot 7 of the said Strawberry Hill Tract; thence west 175.5 feet; thence south 144 feet to the intersection with the south line of the said Lot 6; thence east 175.5 feet to the southeast corner of the said Lot 6; thence north along the east line of the said Lot 6 a distance of 144 feet to the point of beginning.

TOGETHER WITH all rights, units and fixtures thereto, now owned or hereafter acquired, and all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining and all fixtures, apparatus and equipment which are now or may hereafter be in any way attached to or part of said real property or any improvement thereon, including, but without limiting the generality of the foregoing, all heating, lighting, refrigerating and power equipment, furnaces, pipes, pumps, tanks, reservoirs, condenser, switchboard, plumbing, wiring, refrigerating, air cooling and air conditioning, ventilators, stoves, wall heat, refrigerators, cookers, purifiers, driers and compressors, and any and all renewals, replacements, betterments and alterations in 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 same.

This mortgage is given and intended as security for the payment of the principal sum of \$30,000.00 * * * * * THIRTY THOUSAND AND NO/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 may so be accrued hereby shall not at any one time exceed the principal sum set forth above and interest, regardless of any extra which may at any time be owing upon said principal to the mortgagee; it being further agreed that herself or herself shall be construed as obligating or shall obligate the mortgagor to make any such loans or advances.

The mortgagor covenants and agrees with the mortgagee that said mortgage will:

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

(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 rates or other charges of whatever kind and character, whether under a similar or otherwise specification, 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 the mortgagee or the mortgagor or debt secured hereby, until all of the said indebtedness so levied or due presents is fully paid and satisfied;

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

(5) Keep the mortgaged property continually insured against loss or damage by fire, with extended coverage, in an amount (but in no event less than the principal sum advanced, or its sum(s) of policy) which pays partial and mortgage clause in favor of mortgagee attached, and with a suitable insurance company or companies, all of which may be required by and satisfactory to mortgagee, and cause such policy to be assigned to and maintained 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 mortgagor may, but shall not be obligated to, pay the sum of \$100.00 per month for every day of the continuance of the breach, and all sums so paid and expenses incurred in such performance shall be repaid by mortgagor to mortgagee on demand, plus law or usury 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 interest of the law officer, attorney, legal help, insurance company, or other person to whom mortgagee makes any such payment shall be allowed and deducted as between mortgagee and mortgagee of the property of such payment.

Any written notice using any insurance policy aforesaid, and any excess which may be awarded, recovered, or settled upon, for the taking, detaching or cancellation 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 accrued hereby.

In case of the death of this mortgagee, and in the event of a breach of any of the covenants, warranties or agreements contained herein, then the surviving widow hereby executors shall at the option of the mortgagee become immediately due and payable, without notice, and this mortgagee may sue for the same, in any court or before any court, and judgment so obtained may be taken by the mortgagee for any balance of the amount, interest and costs, and any rents accumulated after the aforementioned sale of said mortgaged property.

In case of any suit or action proceeding for the recovery of any indebtedness under or the foreclosure of this mortgage, or where mortgagee shall be compelled to prosecute the same, the mortgagee agrees to pay to mortgagee or attorney fees a sum equal to 5 percent of the unpaid principal amount of the debt or of the amount of the costs or other occurrence giving rise to such suit or proceeding (but in no event less than \$350), together with all costs of the same as the court may award as such fees by reason of conduct by mortgagee or persons claiming under mortgagee, in addition to the amount of which sum shall be paid and retained hereby.

This mortgagee is binding on the heirs, personal representatives, successors and assigns of the mortgagor, and shall have the benefit of more than one-half of the proceeds of any sale of the mortgaged property.

Words and numbers shall take the larger or plural whenever the number of parties hereto so require; and if there is more than one person as mortgagee, their obligations hereunder shall be joint and several.

The whole described mortgaged property is not used principally for agricultural or breeding purposes.

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

Gary R. Recklund

STATE OF WASHINGTON,
County of Clallam

NOTARIAL ACKNOWLEDGMENT
(Individual or Partnership)

On this 31st day of December, 1969, before me personally appeared Gary E. Hagenwald and Judith A. Hagenwald,

to me known to be the individual(s) identified in and who executed the within and foregoing instrument and acknowledged
signed and sealed the same to their free and voluntary act and deed for the uses and purposes and in the capacity(ies) therein mentioned.
I have placed my hand and affixed my official seal the day and year first above written.

Doris Parsons
Notary Public in and for the State of Washington

residing at Camas

STATE OF WASHINGTON,
County of Clallam

NOTARIAL ACKNOWLEDGMENT
(Corporation)

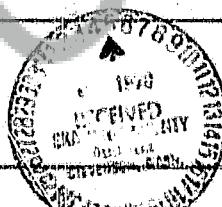
On the 31st day of December, 1969, before me personally appeared

to me known to be the individual(s) identified in and who executed the within and foregoing instrument, and a Notary Public and instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and hereby states that this was submitted to witness said instrument and that this seal is affixed to 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.

Resigned

Notary Public in and for the State of Washington

residing at



71744

REAL ESTATE MORTGAGE
(Washington Form)

Filed for Record at Request of

NATIONAL BANK OF COMMERCE OF PORTLAND

O. S. NO. 50000000

CITY STATE ZIP CODE NO.

REGISTERED	SEARCHED
INDEXED	FILED
SERIALIZED	REFILED
STAMPED	INDEXED
MARCH 1969	

STATE OF WASHINGTON
COUNTY OF CLALLAM

LOIS E. HAGENWALD, JOHN

HAGENWALD, CLALLAM COUNTY, WASHINGTON

AT 2411 1/2 1ST AVENUE, PORT CLALLAM, WASHINGTON

WAS RECORDED BY LOIS E. HAGENWALD

ON MARCH 1969

REGISTRATION NUMBER 50000000

CLALLAM COUNTY RECORDER'S OFFICE