



74280

REAL ESTATE MORTGAGE

(Washington Form)

BOOK 49 PAGE 418

TRANSFER BY
MORTGAGOR
RESTRICTED

THIS MORTGAGE, made this

10th

day of

December

, 19 71, by and between

Virginia N. Mahieu

White Salmon
~~FOR KATIE~~

County of _____

Klickit.at

State of Washington, hereinafter called "mortgagor," and

of ~~King~~ **Klickitat**, County of **Klickitat**, State of Washington, hereinafter called "mortgagee," at its
THE NATIONAL BANK OF COMMERCE OF SEATTLE, a national banking association, hereinafter called "mortgagee," at its
Washington.

White Salmon Branch Office in White Salmon, Washington.

WITNESSETH:

THE mortgagee, 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:

The Southeast quarter of the northeast quarter (SE1/4NE1/4), and north half of the northeast quarter of the southeast quarter (N1/2SE1/4), of section 21, Township 3 North, Range 10, E.W. M.

TOGETHER WITH all right, title and interest therein, now owned or hereafter acquired, all rents, issues and profits accrued or to accrue therefrom, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all fixtures, apparatus and equipment, whether 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 plumbing, heating, lighting, incinerating, refrigerating, air conditioning, elevator and lifting apparatus, fixtures and equipment; all engines, pipes, ducts, pumps, compressors, tanks, valves, motors, conduits, antennae, panels and switchboards; all built-in fixtures and equipment; all engines, pipes, ducts, pumps, compressors, tanks, valves, motors, conduits and wallboards and any and all renewals, replacements, betterments and stores, dishwashers, refrigerators and other appliances; all partitions, cabinets and wallboards, all of which said property shall be deemed to constitute a part of the realty. Substitutions made with respect to any and all of the foregoing, all of which said property shall be deemed to constitute a part of the realty.

Three Thousand Three Hundred Fifty One and 60/100----- Dollars (\$ 3,351.60

Three Thousand Three Hundred Fifty One and 00/100 Dollars (\$ 3,351.00)

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 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 mortgagor within any one time being secured hereby shall not in any case exceed the principal sum set forth above and interest, regardless of any express provision to the contrary, shall obligate the mortgagee to make any such future loans or advances; provided, further, that nothing herein contained shall be construed as obligating or shall not apply to any moneys advanced or to costs or fees incurred by mortgagee in connection with the breach or default of any term, warranty, covenant or condition of this mortgage.

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

(1) Forever warrant the title to all of the mortgaged property, including the rents, issues and profits thereof, to be and remain free and clear of all taxes, liens and encumbrances other than this mortgage, and will execute and deliver any further necessary assurances of title thereto;

(2) Promptly pay the principal and interest of said indebtedness in accordance with the terms of said promissory note or notes, and any renewals or extensions thereof;

(3) Pay and discharge, as the same become due and payable, all taxes, assessments, water rates or other charges of whatever character, whether similar to those hereinabove specified, which are now or may hereafter be levied or assessed against or which may hereafter be assessed against the premises hereby mortgaged, together with interest thereon, and pay and discharge the same or the balance thereof, as the case may be.

(4) Maintain, preserve and keep all the mortgaged property in good condition and repair and not commit or permit waste thereof; and permit tenants or occupants thereof to use the mortgaged property in a lawful and intended manner and against such other hazards and perils as the mortgagee

(5) Keep the mortgaged property at all times insured against fire (with extended coverage) and against such other hazards and perils as the mortgagee may require, to such amounts, under such forms of policy and with such insurance company or companies, as shall be required by or satisfactory to the mortgagee, cause to be attached to each such policy in form satisfactory to the mortgagee a mortgagee clause rendering all loss payable first to mortgagee as its interest shall appear, assign and deliver each such policy to mortgagee; and evidence payment in full of all premiums thereon at least ten (10) days in advance of due date.

(6) NOT, WITHOUT THE MORTGAGEE'S WRITTEN CONSENT FIRST HAD AND RECEIVED, MAKE ANY SALE, CONVEYANCE OR OTHER TRANSFER OF THE MORTGAGED PROPERTY, UNLESS AS AN INCIDENT OF THE CLOSING OF SUCH TRANSFER THIS MORTGAGE SHALL BE FULLY PAID; PROVIDED, HOWEVER, THE PASSING OF THE MORTGAGED PROPERTY BY WILL OR BY DESCENT AND DISTRIBUTION SHALL NOT BE DEEMED A PROHIBITED TRANSFER HEREUNDER.

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In the event of a breach of any of the aforesaid agreements or covenants, and in addition to all other rights and remedies hereunder or by law provided, the mortgagee may, but shall not be obligated to, pay a sum or perform an act necessary to remedy such breach, and all sums so paid and the expenses incurred in such performance shall be repaid by mortgagor to mortgagee on demand, with interest at the highest rate permitted by law in the state of such payment; and shall be secured by this mortgage. The receipt of the tax official, assessing body, insurance company, or other person to whom mortgagee makes such payment shall be conclusive evidence as between mortgagor and mortgagee of the priority of such payment.

It is further agreed that the proceeds of any insurance which may be awarded, recovered, or settled upon, for the taking, damage to, or destruction of the property mortgaged, shall be paid to the mortgagee.

any loss payable under any insurance policy aforesaid, and any moneys which may be awarded, recovered, or settled upon, for the taking, damaging or condemnation of all or any portion of the mortgaged property shall be applied, at the mortgagee's option, toward payment of the indebtedness and other sums secured hereby, whether due or not. The mortgagee shall in no event have any responsibility for the adequacy or sufficiency of any insurance, nor for the coverage there by afforded, nor for notification with respect to, or the payment of, any premiums thereon.

In the event of default in the payment of said indebtedness or in the event of a breach of any of the covenants, warranties or agreements contained herein, then in any such event 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 all sums secured hereby which are not covered by the mortgagee out of foreclosure sale proceeds.

So long as there shall be no default under the terms of this mortgage, and except to the extent the same are specifically assigned and pledged by separate instrument providing to the contrary, the mortgagor may receive directly from the obligee(s) thereof all rents, issues and profits of the mortgaged property. As to all other matters otherwise duly and timely performing all other ten- covenants and conditions of, this mortgage, upon the occurrence of any default in such payments due under the mortgage or upon the occurrence of any other event which under the terms hereof confers the right of acceleration to the mortgagee to accelerate the payment of the principal indebtedness secured hereby, then the mortgagee shall forthwith become empowered, at its option without notice or demand, and in its own name and without being joined therewith, to sue for and recover the sum of the principal amount of the debt secured hereby, together with interest thereon, costs and expenses incurred in connection herewith, and to apply hereto the net proceeds thereof after deduction of fees, costs and expenses incurred by it as incident of collection.

In the event of any suit or other proceeding for the recovery of said indebtedness and/or foreclosure of this mortgage, or wherein mortgagee shall appear to establish or protect its lien hereon, the mortgagor agrees to pay to mortgagee a reasonable attorney's fee, together with the cost of search and report on title preliminary to foreclosure, all of which sums shall be secured hereby.

All rights and remedies of mortgage shall be cumulative and none shall be deemed exhausted by the exercise thereof. No failure or omission on the part of the mortgagor to exercise any such right or remedy upon default shall be deemed a waiver of its right to subsequently exercise the same with respect to any other or subsequent default or defaults which may at any time exist.

If any term, provision or condition of this mortgage shall be finally adjudged to be unlawful or unenforceable, the same shall be deemed stricken herefrom and the balance of this mortgage shall be and remain in full force and effect.

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.

Time is of the essence of this mortgage.

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

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

Virginia M. Maloney



STATE OF WASHINGTON
County of **Klickitat**

NOTARIAL ACKNOWLEDGMENT
(Individual or Partnership)

On this **10th** day of **December, 1971**, before me personally appeared **Virginia N. Mahieu**

to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged **her** free and voluntary act and deed for the uses and purposes, and in the capacity (ies) therein mentioned. *[Signature]*
IN WITNESS WHEREOF, 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 _____

and _____
to me known to be the _____ of the corporation that executed the within and foregoing instrument, 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 of 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.
Notary Public in and for the State of Washington,
residing at _____

74280

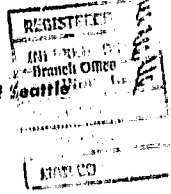
REAL ESTATE MORTGAGE
(Washington Form)

Filed for Record at Request of



THE NATIONAL BANK of COMMERCE of Seattle

P.O. BOX OR STREET
CITY, STATE, ZIP CODE NO.



THIS SPACE RESERVED FOR RECORDER'S USE
COUNTY OF SNOHOMISH
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
[Signature]
OF *[Signature]*
AT **12.05 PM Dec. 16, 1971**
WAS RECORDED IN BOOK **49**
OF **7164** AT PAGE **418.2**
RECORDS OF SNOHOMISH COUNTY, WASH.
[Signature]