

TEAL ESTATE MORYGAGE

TRAN)FER DY MOR'IGACOR RESTRICTED

3ril. THIS MORIGAGE, made this

day of June

. 19 7L , by and between

Robert L., Magina And Leella Snyler, husband and wife and mother of Uriderwood, Wash. County of Sermunia , State of Washington, nereinafter THE NATIONAL BANK OF COMMERCE OF SEATULE, anational banking association, hereinafter called "mortgages," at its

, State of Washington, nereinalter called "mortgagor," and

White Salmon

Branch Office in White Salmon

WITHESSETH:

The mortgagor hereby morayages to the mortgages, its successors and assigns, the following described real property, situated in the County of Simmanda County , Stete of Washington, to-wit:

The Northwest quarter of the southeast quarter of Section 16, Township 3 North Range 10 East W. M.;

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The Northwest quarter of the southeast quarter of Section 16, Township 3 North Range 10 East W. M.;

The Northwest quarter of the southeast quarter of Section 16; thence south along the east line of the northwest the southeast quarter of the said Section 16; thence south along the east line of the northwest the southeast quarter of the said Section 16; thence North 85° 081 west 324 feet: thence one southeast quarter of one said occurrent, in the south as the southeast quarter of the southeast quarter aforesaid 457.06 feet; thence North 850 081 west 324 feet; thence forth 020 16: East 427.9 feet to the inter-section with the north line of the southeast quarter of the This mortgage is given and intended as security for the payment of the principal sum of the relative part of the results and and the report of the results and part of the relative part of the relati

together with interest thereon in accordance with the tecrais of a certain promissory note of even date herewith, executed and delivered by the mortgager in favor of the mortgagee, or its order, and any renowals or extensions thereof.

This mortgage's. "a given and intended as security for the payment by the mortgager to the mortgage of a secilar and Xional sums of money as may here. This mortgage's a given and intended as security for the payment by the mortgager, including any renewals or extension; thereof, it being provided, however, after be leased or account of his account of mortgager to or for the account of mortgager which are to be secured hereby shall that the unput grinched beliance of all loans or advances made only the mortgager to or for the account of mortgager which are to be secured hereby shall that the unput grinched hereby shall mort got one at any one time exceed the principal sum set forth above and interest, regardless of any excess which may a sum time be owing from said mortgagers, and the provided, further, that nothing hereful contained shall be contained as obligating or shall obligate the mortgager to rake any such future then mortgagers provided, further, the limitation on the amount secured hereby shall not alphy to any moneys advanced or to costs or fees incurred by mortgager in connection with the breach or default of any term, wateroay, covepant or condition of this mortgager.

The mortgager sevenants and agrees with the mortgager that said mortgager willi-(1) Forever werrant the title to all of the mortgaged property, including the rents, issues and profits thereof, to be and remain free and clear of all claims, liens and encurous areas other than this mortgage, and will execute and deliver any feether necessary assurances of title thereto:

(2) Premptly pay the principal and interest of said indebtedness in accordance with the terms of said promiseary mote or notes, and any renewals or stons thereof;

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 whattayer kind and character, whether similar or dissimilar to chose hereinahove specified, which are now or may hereafter be levied or assessed against or which
tay or might become liens upon the mortgaged property to any part thereof, or upon this mortgage or the money or debt secured hereby;
(4) Maintain, preserve and keep all of the interligated property in good condition and repair and not commit or permit waste thereof; and permit morttaggets inchection thereof at any and all reasonable tunes;
(4) Then the mortgaged property is all times in order to the control of the property in the condition and repair and not commit or permit waste thereof; and permit mort-

gages a instaction thereof at any find all reasonable times;

(3) Leep the mortgaged property at all times in used against fire (with extended coverage) and against such other hazards and perils as the mortgaged may require, to such amounts, under such form(s) of policy, and with such incurance company or companies, as shall be required by or satisfactory to the mortgaged cause to be attacked to each such policy in form satisfactory to the mortgaged an mortgaged clause rendering all loss pay blo first to mortgaged us its interest shall appear assign and deliver each such policy to an egage; 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 PIRST HAD AND RECEIVED, MAKE ANY SALE, CONVEYANCE OR OTHER TRANSFER OF THE MORTGAGED PROPERTY, UNLYSS AS AN INCIDENT OF THE CLOSING OF SUCH TRANSFER THIS MORTGAGE SHALL BE FULLY FAID; PROVIDED, HOWEVER, THE PASSING OF THE MORTGAGED PROPERTY BY WILL OR BY DESCENT AND DISTRIPUTION SHALL NOT BE DEEDED A PROHIBITED TRANSFER HEREUNDER.

SHALL NOT BE DEEMED A PROHIBITED TRANSFER HEREUNDER.

In the event of a breach of any of the aforesald 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 any sums or perform any acts necessary to remedy such breach, and all suces so paid and the expenses included in such performance shall be repeal by mortgager to mortgage or demand, with interest at the lighest rate permitted by law from the date of such payment, and shall be secured by this mortgage. The receipt of the tax official, essessing body, insurance company, or other person to whom mantgagee makes payment, shall be conclusive evidence as between mortgager and mortgages of the propriety of such payment.

Any loss mayable under aby 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 amplied, at the mortgages's option, toward payment of the indebtedness and other sums section hereby, whether due or not. The mortgaged shall in me event have any removability for the adequacy or sufficient, of any insurance, nor for the coverage thereby affor 'ed, nor for notification with respect of, or the payment of, any premiums thereon.

In the event of default in the payment of said indebtedness or in the event of a reach of any of the covenants, warranties or agreements contained In the event of default in the payment of said indebtedness or in the event of a reach of any of the covenants, warranties or agreements contained herein, then in any such event the entire indebtedness hereby accured shall at the outlon of the mortgage become immediately due and payable, without notice, w. i. this mortgage may be foreclosed; and in any foreclosure of this martgage a deficiency judgment may be taken by the mortgages for all sums sectored hereby which are not recovered by the mortgage and of foreclosure rate proceeds.

So lot 5 as there shall be no default under the terms of this mortgage, and except to the extent the same are specifically assigned and pledded by soards in fruitness providing to the contrary, the mortgage may receive directly from the obligor(s) thereof all rents, issues and profits of the mortgage flavoration in fruitness providing to the contrary, the mortgage may receive directly from the obligor(s) thereof all rents, issues and profits of the mortgage flavoration and conditions of the same in trust for the purpose of making all paying the mortgage and other property as received, mortgage that be deemed to have received the same in trust for the purpose of making all paying the mortgage and otherwise duly and timely performing ull other terms as, covenants and conditions of, this mortgage. Upon any default in such payment of the original profits are the payment of the payme

In the event of any suit or other proceeding for the recovery of said indebtedness and/or foreclasure of this mortgage, or wherein mortgages shall appear attability or protect the lien hereof, the mortgager agrees to pay to mortgages a reasonable attorneys' fee, together with the cost of search and report title preliatingly to foreclosure, all of which runs shall be secured hereby.

All rights and remedies of mortgages shall be sumulative and none shall be deemed exhausted by the exercise thereof. No failure er amission on the art of the mortgages to exercise any such right or remedy upon default shall be deemed a waiver of its right to subsequently exercise the same with respect the same or any other 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 here-from and the balance of this mortgage shall be and remain in full force and effect.

a and the commerce of this mortgaget and the personal representatives, successors and assigns of the mortgager, and shall have to the benefit of mortgager. This mortgage is binding on the system personal representatives, successors and assigns, Vords used herein shall take the lingular or plural number as the number of parties hereto shall require, and if there is more then signer as mortgager, tilthe obligations bereunder shall be joint and several.

Time is of the essence of int murrage.

The within described storicated processy is not used principally for agricultural or farming purposes.

IN WITNESS PRIEMEOF, the process is not used principally for agricultural or farming purposes.

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real estate montgage

(Washington Form)

Filed for Record at Request of

THE NATIONAL BANK OF COMMITTEE of Septile P.O. BOX OR STREET CITY, STATE, BIPARTE NO.

I HERSBY CERTIFY THAT THE WITHIN