

74434

## REAL ESTATE MORTGAGE

(Washington Form)

BOOK #49 PAGE 530

TRANSFER BY  
MORTGAGOR  
RESTRICTEDTHIS MORTGAGE, made this  
7th.

day of February

, 1972, by and between

Jerry K. Franklin

of Carson, Washington, County of Skamania,  
THE NATIONAL BANK OF COMMERCE OF SEATTLE, a national banking association, hereinafter called "mortgagee," at its  
Branch Office in White Salmon, Washington.

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

## 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, to wit:

Beginning at the southwest corner of the southeast quarter (SE<sub>1/4</sub>) of Section 17, Township 3 North, Range 8 E. W. M.; thence north 30 feet; thence east 30 feet; thence north 1,352.30 feet; thence east 208.5 feet to the initial point of the tract hereby described; thence north 104.25 feet; thence east 208.5 feet; thence south 104.25 feet; thence west 208.5 feet to the initial point.

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 thereto belonging or in anywise appertaining and all fixtures, apparatus and equipment which are new 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, oil cooling, air conditioning, elevator and lifting apparatus, fixtures and equipment; all engines, pipes, ducts, pumps, compressors, tanks, ventilators, motors, conduits, antennae, panels and switchboards; all built-in stoves, dishwashers, refrigerators and other appliances; all partitions, cabinets and wallboards; and any and all renewals, replacements, betterments and substitutions made with respect to any and all of the foregoing, all - which said property shall be deemed to constitute a part of the realty.

This mortgage is given and intended as security for the payment of the principal sum of Eight Thousand Twenty-Eight And 16/100 Dollars (\$ 8,028.16),

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, at its office, and any renewals or extensions thereof.

The 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 are to be secured hereby shall not at any one time exceed the principal sum set forth above, and interest, regardless of any rates which may at any time be owing from said mortgagor to the mortgagee, provided, further, that nothing herein contained shall be construed as obliging or shall obligate the mortgagee to make any such future loans or advances and provided, further, the limitation on the amount secured hereby shall not apply to any moneys advanced or to costs or fees incurred by the 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 claims, 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, and prior to delinquency, all taxes, assessments, water rates or other charges of whatever kind and character, whether similar or dissimilar to those hereinabove specified, which are now or may hereafter be levied or assessed against or which may, or might become, liens upon the mortgaged property or any part thereof, or upon the mortgage or the money or debt secured hereby;

(4) Maintain, preserve and keep all of the mortgaged property in good condition and repair and not commit or permit waste thereof, and permit mortgagee to enter thereon at any and all reasonable times;

(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 bonds or policies, and with such insurance company or companies, as shall be required by or substituted for the mortgagee, either to be attached to each such policy in form satisfactory to the mortgagee, a mortgage 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 OR 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.

In the event of a breach of any of the aforesaid agreements or covenants, and in addition to all other rights and remedies hereinunder or by law provided, the mortgagor may, but shall not be obligated to, pay any sums or perform any acts necessary to remedy such breach, and all sums so paid and the expense incurred in such performance shall be repaid by the mortgagor to the mortgagee on demand, with interest at the highest rate permitted by law from the date of such payment, and shall be so treated by the mortgagor. The receipt of the tax official, assessing body, insurance company, or other person to whom mortgagee makes any such payment shall be conclusive evidence as between mortgagor and mortgagee of the propriety of such payment.

Any loss payable under any policy aforesaid, and any money which may be awarded, recovered, or settled upon, for the taxing, 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 sum so secured hereby, whether due or not, and with respect to, or the payment of any premium thereon.

In the event of default in the payment of the principal and interest of the 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 so far as it may then exist shall, at the option of the mortgagee become immediately due and payable, without notice, and this mortgage may be foreclosed, and the same may be sold, by the mortgagee, at a public sale, or otherwise, and the proceeds of the sale shall be applied first to the payment of the principal and interest so far as it may then exist, and the remainder, if any, shall be applied to the payment of any premium thereon.

So long as there shall be no default under this instrument, the mortgagee may receive directly from the obligor(s) thereof all rents, issues and profits of the mortgaged property. As to all monies and other property so received, the mortgagee shall be deemed to have received the same in trust for the purpose of making all payments due under, and after due and timely performing all other terms, covenants and conditions of, this mortgage. Upon any default in such payment or performance, or in the occurrence of any other event which under the terms hereof confers the right to the mortgagee to accelerate the payment of the indebtedness so far as herein, then the mortgagee shall forthwith become empowered, at its option, without notice or demand, and in its own name and right, either directly or by agent, or through a receiver, and in addition to all other rights and remedies, may be herein or by law conferred, to demand, collect and receive such rents, issues and profits and to apply herein the net proceeds thereof after deduction of fees, costs and expenses incurred as an 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 the firm herein, the mortgagor agrees to pay to mortgagee a reasonable attorneys' fee, together with the cost of search and report on the preliminary to foreclosure, all of which sums shall be secured hereby.

All rights and remedies of mortgagee shall be cumulative and none shall be deemed exhausted by the exercise thereof. No failure or omission on the part of the mortgagee 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 the same or any other default or default 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.

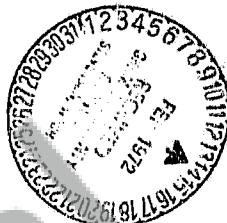
This mortgage is binding on the heirs, personal representatives, successors and assigns of the mortgagor, and shall inure to the benefit of mortgagee, its successors and assigns. Words used herein shall take the singular or plural number as the number of parties hereto shall require, and if there is more than one signee 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,

*Jerry K. Franklin*



STATE OF WASHINGTON  
County of **Klickitat**

On the **7th**, day of **February**, **1972**, before me personally appeared

**Jerry K. Franklin**

**NOTARIAL ACKNOWLEDGMENT**  
(Individual or Partnership)

to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledge(d) as follows:

**HJS**

to me that **he** signed and sealed the same as true and voluntary act and deed for the uses and purposes, and in the capacity(ies) therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written:

(Notarial Seal)

Notary Public in and for the State of Washington,

**White Salmon**

residing at

STATE OF WASHINGTON  
County of

**NOTARIAL ACKNOWLEDGMENT**  
(Corporation)

On this **day of** **19**, before me personally appeared

and

to me known to be the

of the corporation that executed this within and foregoing instrument, and acknowledge(d) said instrument to be the true and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and affixed stated that they were authorized to execute said instrument and that the seal (if 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:

(Notarial Seal)

Notary Public in and for the State of Washington,

residing at

**74434**

**REAL ESTATE MORTGAGE**  
(Washington Form)

Filed for Record or Request of

INDEXED: <input checked="" type="checkbox"/>
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COMPARED: <input checked="" type="checkbox"/>
MAILED: <input checked="" type="checkbox"/>



Branch Office  
**THE NATIONAL BANK OF COMMERCE of Seattle**

P.O. BOX 1018 SEATTLE

CITY, STATE, ZIP CODE NO.

STATE OF WASHINGTON TO BE USED FOR RECORDS ONLY
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT IS PREPARED, FILED AND INDEXED ON THE DATE STATED THEREON.
AT 3:36 P.M. 2/14/1972
AND PREPARED IN BOOK # 42
IN THE COUNTY OF Klickitat, STATE OF WASHINGTON
SUPERINTENDENT OF RECORDS
KNOTTY ADJUTOR