74555

BOOK 49 REAL ESTATE MORTGAGE

PACE 638 MORTGAGOR

THIS MORTGAGE, med this 17th. THIS MORTGACE, maddition 17th. day of March Frederick L. Apid Seggy D. Clos. Husband And Wife

of Strevenson, Washington , County of Skumenia , State of Washington, hereinafter . The NATIONAL BANE OF COMMERCE OF SEATTLE, a national banking association, hereinafter called "mortgagee," at its Brunch Office in White Salmon

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

of the larger nevery mortgages to the mortgages, he successor and assigns, the following directived real property, situated in the County of The following described real property located in Statements County, State of Washington, to wit:

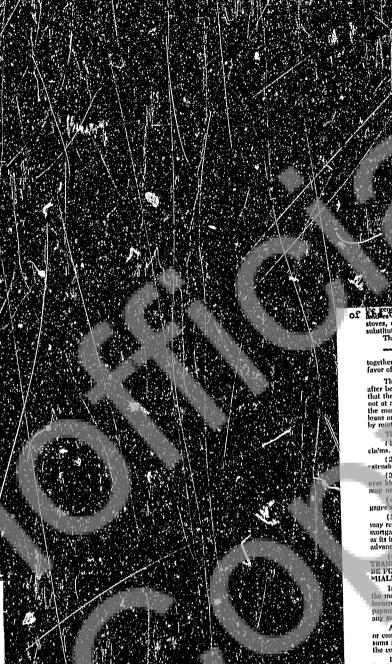
A tract of land located in lot 12 of Stevenson Park Addition according to the official plant there? on fine and of record in the office of the Auditor of Skansmia County, Washington, ware particularly described as follows: Beginning at a point marking the intersection is of the westerly right of way line of the county road known and designated as Streeterry Road with the center right of way line of the county road known and designated as the same existed on May 28, line of the county road known and designated as fraction fload as the same existed on May 28, 1960; and the same of the county road known and designated as fraction fload as the same existed was accessive fraction for the county of the

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and the northeasterly line of the said lot 12; thence following the northeasterly line of the said lot 12 in a northwesterly direction to the northeast corner of the said lot 12; thence west 340.9 feet along the north line of the said lot 12 to the northwest corner. thereof, said point being located on the center line of the said Frank Johns Road; thence in a southerly direction following the center line of the said Frank Johns Road to the

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SKAMANIA COUNTY
AUDITUR
STEVENDON, WASH



the several to the training and the property of the several property of the se

together with interest thereon in accordance with the terms of a cr in promissory note of even date herewith, executed and delivered by the mortgager in favor of the mortgages, or its order, and any renewals or extensions thereof.

favor of the mortgagee, or its order, and any renewals or extensions sucreof.

This mortgage is also given and intended as security for the payment by the mortgager to the mortgager or such additional sums of money as may hereafter be loaned or advanced by the mortgage to or for the account of mortgager, including any renewals or extensions thereof, it being provided, however, after be loaned or advanced and solution and such the mortgager including any renewals or extensions thereof, it being provided, however, and the provided and advances and principal behave or all loans or advances and selected, regardless of any excess which may at any time he owing from said mortgager to not at any one time exceed the principal sum set forth above and interest, regardless of any excess which may at any time he owing from said mortgager to the mortgager provided, further, the limitation is not an excess which may at any time he owing from said mortgager to make any such future beam ordered and provided, further, the limitation in the amount sectors, hereby shall not apply to any moneys advanced or to corts or fees ancurred by mortgager covenants and agrees with the mortgager. The mortgager covenants and agrees with the mortgager of the said of the uncovered property, a during the realt to the said of the uncovered property. A during the realt to the said of the uncovered property, a during the realt to the said of the uncovered property.

(4) Forever warrant for title to all of the morgaged property, a cluding the rents, usues and profits thereof, to be and remain free and clear of all claims, then and oncombrances of title to all of the morgaged property, a cluding the rents, usues and profits thereof, to be and remain free and clear of all claims, then and oncombrances of title thereto;

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

(3) Bay and discharge, as the same become the end payable, and prior te delimprents, all taxes, assessments, water rates or other charges of what-ever 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 night become lieus upon the niertraged property or any part thereof, or upon this martgage 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 mortges inspection thereof at any and all reasonable three;

gages suspection thereof at any and all reasonable times:

(5) Keep the martgaged 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 each form(s) of polley, and with such insurance company as, as shall be required by or satisfactory to the mortgagee cause to be attached to each such policy in form satisfactory to the mortgagee at mortgagee clause rendering all loss payable first to mortgagee as its interest shall appear, sign 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;

advance of the date;

(1) NOT, WITHOUT THE MORTGAGEE'S WRITTEN CONSENT FIRST HAD AND RECEIVED, MAKE ANY SALE, CONVEYANCE OR OTHER
TRANSFER OF THE MORTGAGED PROFERTY, UNLESS AS AN INCIDENT OF THE CLOSING OF SUCH TRANSFER THIS MORTGAGE SHALL
BE FIGLEY ARID, FIREOVIDED, HOWEVER, THE PASSING OF THE MORTGAGED PROFERTY BY WILL OR BY DESCENT AND DISTRIBUTION
SHALL NOT "3 DEEMED A PROHIBITED TRANSFER HEREUNDER,

SHALL NOT - 5 DEEMED A PROHIBITED TRANSFER HERECODER.

In the event of a breach of any of the aforesaid agreements or covenants, and in addition to all other rights and remedies bereinder 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 sums so paid and the expenses the mortgagee 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 expenses the undergoed in such performance shall be repaid by mortgage to mantage on demand, with interest at the highest rate permitted by law from the date 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 mortgage makes any such payment shall be conclusive evidence as between mortgager and mortgagee of the propriety of such pay next.

payment, and small be secured by this mortgage. The recopt of the tax omeial, assessing body, insurance company, it other person to whom mortgage makes any such payment if all be conclusive evidence as between mortgager and mortgagee of the propriety of such pay acut.

Ary loss payable under any insurance policy aforesaid, and any moneys which may be awarded, removered, or settled upon, for the taking, damanting or condemnation of all or any portion of the mortgagee shall be applied, at the mortgagee's option, taward payment of the Indeheclass and other some secured hereby, whether due or rat. The mortgagee shall be applied, at the mortgagee option, taward payment of the Indeheclass and other the coverage threeby alforded, not for not leading with respect to, or the payment of, any promiums thereon.

In the event of default in the payment or add indeheclass hereby secured shall at the option of the mortgagee become immediately due and payable, without herein, then in any v-h event the entire indeheclass hereby secured shall at the option of the mortgagee tecome immediately due and payable, without herein, then in any v-h event of processed; and in any foreclosure of this mortgage a deficiency judgment may be taken by the mortgage for all sums notice, and that are a processed in the mortgage of the mortgage and payable, which are a recovered by the mortgage of the mortgage, and except to the extrat the same are specifically assigned and pledged by separate furturement providing to the contrary, the mortgage may receive directly from the obligar s) thereof all rents, issues and profits of the mortgaged property. At b all moneys and other property is received, mortgager shall be deemed to have received the same in trust for the purposes of making all payment in the under, and atherwise duly and thereby herforming all other terms, revenued and conditions of, this mortgage, though only and the property and accelerate the payment of the defeated, collect and receive, and or through a receiver, and in addition to all

is an occasion concernor.

In the event of any sult or other proceeding for the recovery of said indebtedness and or togethesize of this mortgage, or wherein mertgages shall appear to establish or protect the lien acreef, the mortgages areas making alterneys' fee, together with the cost of search and report on title preliminary to forcelesure, all of which sums shall be seened hereby.

on time premininary to increasure, an or which sums shall be seened hereby.

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

If any term, provision or condition of this mortgage shall be Banlly adjudged to be unlawful or unserforceable, the same shall be a simed stricken here-from and the balance of this mortgage shall be and remain in full force and effect.

This mortgage is binding on the facine, personal representatives, thereesons and assigns of the mortgager, and shall faure to the banelit of mortgager, its energy and stall make the singular or pland number as the number of parties hereto shall require, and if there is more than one signer w mortgager, their obligations because shall be foliational 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 personts) designated as mortgoger have set hand and seal hereto, the day and year first above written.

Fed Leller

74555

REAL ESTATE MORTGAGE

● BOOK 49 PAGE 638

TRANSFER BY MORTGAGOR RESTRICTED

THE MOSTCAGE, made the 17th. True MONTGAGE, made this 17th.

Frederick L. And Peggy D. Clos, Husband And Wife

A State of Washington , County of Skamania, , State of Washington, hursingfer of Markonal Bank Of Commerce of Seattle, a national banking association, hereinafter called "mortgagee," at its , State of Washington, hareinafter called "more pager," and Bilta Bellan C Branch Office in White Salmon

WITHERSET

releasy montgages to the moltgagee, its successors and assigns, the following described real property, shusted in the County of The following described real property located in Skamenia County, State of Kashington, to-wit: A tract of land located in lot 12 of Stevenson Park Addition according to the official plat thereo of car file and of record in the office of the Auditor of Skamania County, Washington, Nore particularly described as follows: Buginning at a point marking the intersection is of the vesterly right of way line of the county road known and designated as Stranberry Road with the hant as line of the county road known and designated as Frank Johns Road as the same existed on key 25, 1960g allowed the county road known and designated as Frank Johns Road as the same existed on key 25, 1960g allowed the county road the same expectation of the county of th

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and the northeasterly line of the said lot 12; thence following the northeasterly line of the said lot 12 in a northwest/rly direction to the northeast corner of the said lot 12; thence west 340.9 feet along the north line of the said lot 12 to the northwest corner thereof, said point being located on the center line of the said Frank Johns Road; thene? in a southerly direction following the center line of the said Frank Johns Road to the

initial point. SIGNED TO LESS ALLES

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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.

favor of the mortgage, or its order, and any renewals or extensions thereof.

This mortgage is also given and intended as security for the payment by the mortgager to the mortgager of such additional sums of money as may hereafter be loaned or advanced by the mortgage to or for the account of mortgage, including any renewals or extensions thereof, it being provided, however, after be loaned or advanced by the mortgage to ur for the account of mortgagor which are to be secured hereby shall that the unpaid principal balance of all loans or advances made by the mortgage to ur for the account of mortgagor which are to be secured hereby shall not apply one time second the principal sum set forth above and interest, regardless of any excess which may at any time be owing from said mortgagor to not at any our time second the principal sum set forth above and interest, regardless of any excess which may at any time be owing from said mortgagor to not at any or time second the mortgage to under the mortgage of constructed in mortgage, puovided, further, the limitation on the anature secured hereby shall not apply to any moneys advanced or to costs or fees incurred by mortgage in connection with the breach or default of any term, warrant, covenant or condition of this mortgage.

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

(1) Forever warrant the title to all of the mortgaged property, including the sents, issues and profits thereof, to be and remain free and clear of all foreign and profits thereof.

The mortgagor covenants and agrees with the mortgaged 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 encutabrances of title thereto;

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

extensions therefore.

(a) Pay and discharge, in 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 ever kind and character, whether similar or dissimilar to those hereinabove specified, which are now or may hereafter be levied or assessed against or which every or might become lens upon the mortizaged property or any part thereof, or upon this mortgage or the money or dela 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's imspection thereof 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 perlis as the mortgagee mostagees; cause to be attached to each such policy in form satisfactory to the mortgagee a mortgage clause to be attached to each such policy in form satisfactory to the mortgagee a mortgage clause to be attached to each such policy to mortgage; and evidence payment in full of all premiums thereon at least ten (10) days in displaced after the mortgage of the mortgage and evidence payment in full of all premiums thereon at least ten (10) days in displaced the date;

(4) NOT, WITHOUT THE MORTGAGEES SUBTREM COMMENTS.

advance of due date;

(a) 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 TRANSFER OF THE MORTGAGED PROPERTY BY WILL OR BY DESCENT AND DISTRIBUTION SHALL NOT BE LEEMED A PROHIBITED TRANSFER HEREUNDER.

BE FULLY PAID, PROVIDED, HOWEVER, THE PASSING OF THE MORYGAGED PROPERTY BY WILL OR BY DESCENT AND DISTRIBUTION SHALL NOT BE LEEMED A PROHIBITED TRANSFER HEREUNDER.

In the event of a breach of any of the aforecald agreements or covenants, and in addition to all other rights and remedies berounder or by law provided, the mortgagee may, but shall not be obligated to, pay any suns or perform any acts necessary to remedy such breach, and all sums so paid and the expentes incurred in such performance shall be repaid by mortgager to mortgagee on demand, with interest at the highest rate permitted by law from the date of such payment, and shall be secured by this mortgage or mortgagee as between mortgager and mortgagee of the propriety of such payment, and shall be conclusive evidence as between mortgager and mortgagee of the propriety of such payment.

Any loss payable under any insurance policy afore aid, and any moneys which may be awarded, recovered, or settled upon, for the taking, damaging or condemnation of all or any portion of the mortgagee gistall in no event have any responsibility for the adsquacy or sufficiency of any insurance, nor for 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. In the event of default in the payment of said indebtedness are in the event of a breach of any of the covenants, warranties or agreements contained herela, 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 forecloseful and in our forecloser of this mortgage a deficiency indigment may be taken by the mortgage for all sums notice, and this mortgage may be forecloseful and in our forecloser of this mortgage a deficiency indigment may be taken by the mortgage of any interest, even the building of the mortgage and propriety. As to all maneys and other property so received, martgage, and expent to the extent th

as an incident of collection.

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 to establish or protect the lien hereof, the mortgages agrees to pay to mortgages a reasonable attorneys' fee, together with the cost of search and report or title preliminary to foreclosure, all of which sums shall be secured hereby.

All rights and remedies of mortgages shall be cumulative and mone shall be deemed exhausted by the exercise thereof. No failure or omission on the right of 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 of a sy other default which may at any time exist.

to the same of any other 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's shall be and remain in full force and effect.

Trum and the mainnee of this mortgages shall be and remain in full force and effect.

This mortgage is binding on the belix, personal representatives, successors and assigns of the mortgager, and shall inure to the benefit of randgager, is successors and assigns. Words used herein shall take the singular or planal number as the number of parties herete shall require, and if there is more than excessors as mortgager, 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

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 v filten.

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Level Level

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OF 2014 AT PAGE 138 RECORDS OF SKAMANIA COUNTY, WASH



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Beggy: D. Clos		
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I the corporation that executed the within and for the uses and purposes therein mentioned, and on aid corporation. IN WINNESS WHEREOF, I have hereunts a	tet my hand and affired my official seal the day and year fir Notae	the free and voluntary set and deed of sald corporation, untent and that the seal (it affixed) is the corporate said tabove written. y Public in and for the State of Washington,
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THE NATIONAL BANK OF COMMERCE OF Southle