74784

MORTGAGE

BOOK 49 PAGE 736

The Mortgagors, JAMES C. BAILEY and BARBARA L. PAILEY, husband and wife,

of Stevenson, Washington

Hereby mortgage to Clarke County Savings and Loan Association, a Washington corporation, the following described real property situated in Algor County, State of Washington, to-wit:

Skamania

Lots 10 and 11 and the easterly 10 feet of Lot 9, of Block Seven of LIVERVIEW ADDITION TO THE TOWN OF STEVENSON according to the official plat thereof at page 21 of Book A of Plats, Records of Skamania County, Washington.

SUBJECT TO Easements of Record.

and all laterest or estate therein that the mortgagors may bareafter acquire, together with the appartenances and all awnings, window shades, screens, mantles, and all plumbling, lighting, heating, cooling, ventilating, elevating and watering apparatus, furnace and heating systems, water heaters, burners, furl storage bins and tanks and irrigation systems and all built-in mirrors, cooking ranges, refrigerators, dishwashers and cupboards and cabinets, and all trees, gardens and shrubber, and other covers, cooking ranges, refrigerators, dishwashers and cupboards and cabinets, and all trees, gardens and shrubber, and other fixtures whether now or hereafter belonging to or used in the enjoyment of said property, all of which shall be construed as a part of the realty. The within described mortgaged property is not used principally for agricultural or farming purposes.

All to secure the payment of the sum of SEVENTERN THOUSAND AND NO/100------- (\$ 17,000.00) Dollars.

with interest thereon, and payable in monthly installments of \$ 122.88

beginning on the 13th day of June 1972, and payable on the 13th of each month thereafter, according to the terms and conditions of one certain promissory note bearing even date herewith. This mortgage lien shall continue in force and exist as security for any and all other advances which may be heade by the Mortgage to the Mortgagor, and ball continue in force and exist as security for any debt now owing, or hereafter to become owing, by the Mortgagor to the Mortgage.

The Mortgagors hereby (jointly and severally it more than one) covenant and agree with the Mortgagee as follows:

That the Mortgagors have a valid, unincumbered title in fee single b. weld premises, and will warrant and forever defend the same against the lawful claims and demands of all person whom oever.

That the Mortgagors will during the continuouse of this mortgage, permit no waste or strip of the mortgaged premises and will keep the buildings and appurtenances on said property in good state of repair.

That the Mortgagors will pay said promissory note according to its terms. Should the Mortgagors fail to pay any installment of principal or interest provided for in said note, or any sum due under this mortgage, or breach of any covenant or agreement herein contained, then the entire debt secured by this nortgage shall, at the election of the Mortgagoe, become immediately date and payable. Should the Mortgagors fail to pay any sum which they are required to pay, the Mortgagoe may, without waiver of any remedy hereunder for such breach, make full or partial payment thereof, and the amount so paid with interest waiver of any remedy hereunder for such breach, make full or partial payment thereof, and shall be secured by this mortgage. Any thereon at 10% per annum shall become inmediately payable to the Mortgagoe may be applied as the Mortgagoe may elect payments made by the Mortgagors upon the indebtedness secured by this mortgage may be applied as the Mortgagoe may elect payments made by the Mortgagors upon the indebtedness secured by this mortgage may be due under the provisitions of this mortgage.

That the Mortgagers will keep all buildings thereon continuously insured against loss or damage by fire and such other manards as the Mortgager may specify to the extent of the amount due hereunder, in some responsible insurance company or companies satisfactory to the Mortgagee and for the protection of the latter, and that the Mortgages will cause all insurance companies satisfactory to the Mortgages and for the protection of the latter, and that the Mortgages will cause all insurance politics to be suitably endorsed and delivered to the Mortgages together with receipts showing payment of all premiums due politics to be suitably endorsed and delivered to the Mortgages to the the insurance shall be written, and that the Mortgagee to name the company or companies and the agents thereof by which the insurance shall be written, and at the Mortgage to name the company or companies and cause to be cancelled any policy which may be received or acrefuse acceptance of any policy offered, and to surrender and cause to be cancelled any policy which may be received or acrepted and to place the haveance or cause the policies to be written, all at the cost, charge and expense of the Mortgages; but expensible for failure to have any insurance written or for any loss or damage growing in no event shall the Mortgagee be held responsible for failure to have any insurance written or for any loss or damage insured out of a defect in any policy, or growing out of the failure of any insurance company to pay for any loss or damage insured out of a defect in any policy, or growing out of the failure of any insurance company to pay for any loss or damage insured out of a defect in any policy, or growing out of the failure of any insurance, and to seceip: therefor on behalf both of the Mortgages and their assigns and the Mortgagee.

That the Mortgagors will pay all toxes, assessments, and other governmental levies, now or hereafter assessed against the mortgaged premises, or imposed upon this mortgage or the note secured hereby, as soon as the same become fue and ment the Mortgagors agree to pay to the Mortgagor mentally budget payments estimated by the Mortgagor to equal one-twelfth of the annual insurance premiums, taxes, assessments, and other governmental levies, which are or may be-upon the mortgaged premises, or upon this mortgage or the note secured hereby, the amount of such payments to be adjusted payments of such taxes, assessments, or levies, in the absolute so accumulated may be applied by the Mortgagee to the insurance premiums in the amount actually paid or incurred therefor. And such budget payments are hereby pledged to the any time, without notice, apply said budget payments upon any sums delinquent upon said note or under the terms of this mortgage.

In any action brought to foreclose this mortgage or to protect the lien hereof, the Mortgagee shall be entitled to recover from the Mortgagors a reasonable actor eye fee to be allowed by the court, and the reasonable cost of searching the records and obtaining abstracts of title or title reports for uso in said action, and said sums shall be secured by this mortgage. In such forecase, and a receiver may be appointed at the Mortgagee's request to collect the rents, issues and profits from the mortgaged premises.

And it is further covenanted and agreed that the owner and holder of this mortgage and of the promissory note secured hereby shall have the right, without notice, to grant to any person liable for said mortgage indebtedness, any extension of time for payment of all or any part thereof, without in any way affecting the personal liability of any party obligated to pay such indebtedness.

Wherever the terms "mortgagars" occur herein it shall mean "myrtgagor" when only one person executed this document, and the liability hereunder shall be joint and several.

MD. 10 72.

Dated at Cames, Washington

May 15,

17 13 14 15

JAMES C. BAILE BARBARA L. BAILEY

STATE OF WASHINGTON.

County of XXXIIX Skamania

On this day personally appeared before me JAMES C. HAILEY and BARBARA L. BAILEY, husband and Wife.

to me known to be the individual 5 described in and who executed the within and foregoing instrument, and acknowledged signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

, Given under my hand and official scal this 15th day of

A. D. 1972.

lotary Public in and for the State of Washington

I HEREBY CENTIFY THAT THE WITH MORTGAGE CLAREE COUNTY SAVINGS LOAN ASSOCIATION Comes. Washington COUNTY OF SKAMIPJA