

74857

BOOK 45 PAGE 283

TRANSFER BY
MORTGAGOR
RESTRICTED

THIS MORTGAGE, made the 9th day of June

1972, by and between

Ronald D. Foley and Margie A. Foley

Carson, County of Skamania, State of Washington, hereinafter called "mortgagor," and THE CIVIL BANK OF COMMERCIAL OF SEATTLE, a national banking association, a charter called "mortgagee," at its White Salmon Branch Office in White Salmon, Washington.

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, town: a tract of land located in the Northwest Quarter of the Northeast Quarter of Section 19, Township 3 N., Range 8 E.W.M. as follows: Beginning at the intersection of the centerline of County Road #2045 designated as the Carson Creek Road with the westerly line of Wilkinson Street as shown on the plat of Lynd & Wilkinson's Addition to Carson on file and of record in the office of Auditor of Skamania County, Washington; thence south along the westerly line 200 feet, thence west 200 feet, and west 100 feet, and so far as the fences, headlands and all fixtures thereto belonging or in anywise appurtenant and all fixtures, apparatus and equipment which may 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 same to the foregoing, all plumbing, heating, lighting, electric, refrigerating, air cooling, air conditioning, elevator and lifting apparatus, fixtures which require heat, all engines, pipes, ducts, pumps, compressors, tanks, valves, meters, conduits, antennae, panels and switchboards, all built-in stoves, chafing dishes, refrigerators and other appliances; all curtains, calenders and wallboards; and any and all renewals, replacements, betterments and additions thereto with respect to any and all of the foregoing, all of which said property shall be deemed to constitute a part of the realty.

This mortgage is given and intended as security for $\frac{1}{2}$ percent of the principal sum.

Interest, principal and interest hundred thirty five 32/100.

Dollars 15,000.00

Interest with interest due on in accordance with the terms of a certain promissory note, if on date hereof, executed and delivered by the mortgagor in favor of the mortgagee, or his order, and any renewals or extensions thereof.

This mortgage is also given and intended as security for the payment by the mortgagor to the mortgagee of such additional sum of money as may hereafter be loaned or advanced by the mortgagor to or for the account of mortgages, 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 which are to be secured hereby shall not at any time exceed the principal sum set forth above and herein, regardless of any costs which may at any time be owing from said mortgage to the mortgagee; provided, further, that nothing herein contained shall be construed as obligating or shall make the mortgagee to hold any such sums or loans or advances and provided, further, the limitation on the amount secured hereby shall not apply to any loans advanced or to costs or fees incurred by mortgagee in connection with the breach or default of any term, covenant, agreement or condition of this mortgage.

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

(1) For ever warrant the title to all of the mortgaged property, including the real, 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 instruments 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 bring to discharge, 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 as might become liens upon the mortgaged property or any part thereof, or upon this 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 thereon; and permit mortgagee to inspect the same 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 form(s) 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 mortgage clause rendering all loss payable first to mortgagee as interest shall appear, assign and deliver 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, THAT 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 heretofore 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 incurred in such performance shall be paid by 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. 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 mortgagee and mortgagor of the payment of such payment.

Any loss payable under any insurance policy aforesaid, and any money 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 sum 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 thereby afforded, nor for notification with respect to, or the payment of, any premium 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 the mortgage a deficiency judgment may be taken by the mortgagee for all sums secured hereby which are not to be covered by the mortgagee out of foreclosure of said property.

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, so long as the contrary, the mortgagee may receive directly from the obligor(s) thereof all rents, issues and profits of the mortgaged property. As in all leases and other property so received, mortgagor shall be deemed to have received the same in trust for the purpose of making all payments due under, and to use duly and timely performing all other terms, covenants and conditions of, this mortgage. Upon any default in such payment or performance, or upon the occurrence of any other event which under the laws hereof confers the right to the mortgagee to accelerate the payment of the indebtedness secured hereby, then the mortgagee shall forthwith become lawfully entitled, at its option, without notice or demand, and to its own name and credit, either directly or by agent, or through a receiver, and in addition to all such other right, remedies as may be herein or by law conferred, to demand, collect and receive such rents, issues and profits and to apply hereto the first proceeds thereof after deduction of fees, costs and expenses incurred as on account 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 lien hereof, the mortgagee agrees to pay to mortgagee a reasonable attorney's fee, together with the cost of search and record of 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 defaults which may at any time exist.

If any term, provision or condition of this mortgage shall be found to be unlawful or unenforceable, such term 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.

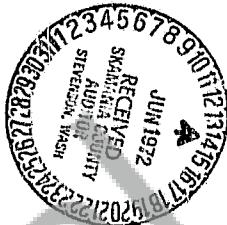
IN WITNESS WHEREOF, the persons designated as mortgagor have set hand and seal hereunto, the day and year first above written.

X - Ronald D. Foley
X - Margie A. Foley

MTC 1225 M1972

Legal Description (Continued)

thence north parallel to the westerly line of said Wilkinson Street 200 feet; thence east 200 feet to the initial point.



STATE OF WASHINGTON
County of Klickitat

NOTARIAL ACKNOWLEDGMENT
(Individual or Partnership)

On this 9th day of June, 1972 before me personally appeared Ronald D. & Margie A. Foley

to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged to me that they signed and sealed the same **their** free 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.

Notary Seal

Notary Public in and for the State of Washington,

residing at White Salmon

STATE OF WASHINGTON
County of

NOTARIAL ACKNOWLEDGMENT
(Corporation)

On this 19 day of , 1972 before me personally appeared

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 (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 last above written.

(Notary Seal)

Notary Public in and for the State of Washington,

residing at

74857

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.

REGISTERED	E
INDEXED: DIRECT	E
INDIRECT	E
RECORDED:	E
COMPARED	E
MAILED	E

THIS SPACE IS RESERVED FOR RECORDER'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OR WRITING, FILED BY
R. J. Falese
OF *Stevenson* AT *10:30 A.M.* ON *JUNE 14 1972*
WAS RECORDED IN ROOM *49*
OF *REC'D* AT PAGE *793*
RECORDS OF SKAMANIA COUNTY, WASH.
R. J. Falese
COUNTRY AUDITOR
R. J. Falese
REC'D