

REAL ESTATE MORTGAGE

(Wohlfahrt Norm)

TRANSFER BY
MORTGAGOR
RESTRICTED

THIS MORTGAGE, made this 15th day of June , 1972, by and between

of Underwood, Wash., County of Skamania, State of Washington, hereinafter called "mortgagor," and THE NATIONAL BANK OF COMMERCE OF SEATTLE, a national banking association, hereinafter called "mortgagee," at its 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, to-wit:

This mortgage is given and intended as security for the payment of the principal sum of Seven Thousand Five Hundred And No/100

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.

This 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 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 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 excess which may at any time be owing from said mortgagee to the mortgagor; provided, further, that nothing herein contained shall be construed as obligating or shall obligate the mortgagor to make any such future loans or advances and provided, further, the limitation on the amount secured hereby shall not apply to any money advanced or to costs or fees incurred by the mortgagor 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 mortgagee will

(1) Forever, warrant the title to all of the mortgaged property, including the rents, issues and profits thereof, to he 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.

and discharge as the same become due and payable, and prior 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 or may hereafter be levied or assessed against or which may or might become due upon the mortgaged property or any part thereof, or upon this mortgage or the sum or debt secured hereby;

c. Maintain, preserve and keep all of the mortgaged property in good condition and repair and not commit or permit waste thereof; and permit mort-

15.5 Keep the mortgaged property at all times insured against fire (with completed coverage) and against such other hazards and perils as the mortgagee may require, by such amounts, under such forms of policy, and with such insurance company or companies, as shall be required by or satisfactory to the mortgagee, cause to be attached to (or to such policy in form satisfactory to the mortgagee) a mortgage clause (including all loss payable list to mortgagee) as its interest may appear, assign and deliver each such policy to mortgagee at 3-4 time payment in full of all premiums thereon at least ten (10) days in advance.

61. NOT WITHOUT THE MORTGAGOR'S WRITTEN CONSENT FIRST HAD AND RECEIVED, MAKE ANY SALE, CONVEYANCE OR OTHER TRANSFER OF THE PROPERTY, UNLESS AS AN INCIDENT OF THE CLOSING OF SUCH TRANSFER THIS MORTGAGE SHALL BE RELEASED AND DISCHARGED; HOWEVER, THE PASSING OF THE MORTGAGED PROPERTY BY WILL, OR BY DESCENT AND DISTRIBUTION, SHALL NOT DEEM A PROHIBITED TRANSFER HEREUNDER.

In the event of a breach / and/or the aforementioned agreements or covenants, and in addition to all other rights and remedies hereunder by law provided, the mortgagee may, but shall not be obliged to, pay any sums or perform any acts or exert to remedy such breach, and all sums so paid and the expenses incurred in such performance shall be repaid by mortgagee to mortgagor as a demand, with interest at the highest rate permitted by law from the date of such payment, and shall be secured by the mortgage. The receipt of the tax official, assessing body, company, or other person to whom mortgagee makes any such payment shall be conclusive evidence between mortgagee and mortgagor of the payment of such payment.

or compensation of all or any portion of the mortgaged property shall be applied, at the mortgagor's option, toward payment of the indebtedness and other sums secured hereby, whether due or not. The mortgagor shall in no event have any responsibility for the adequacy or sufficiency of any insurance, nor for the exercise by the insurance company of its right to 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, or in any event the failure to abide by such covenants, warranties and agreements as may be contained in the mortgage, the same may be foreclosed; and in any case of default of this mortgage a deficiency judgment may be taken by the mortgagor for all sums unpaid herein.

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 instruments provided to the contrary, the mortgagor may receive directly from the obligee of this instrument all rents, issues and profits of the mortgaged property. As to all moneys and other property so received, nothing shall be deemed to have given the same in trust for the purpose of making all payable to the mortgagor under, and otherwise 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 terms hereof confers the right to the mortgagor to accelerate the payment of the indebtedness secured hereby, then the mortgagor shall forthwith become empowered, at its option, without notice or demand, and in its own name, to collect, demand, collect and receive such rents, issues and profits and to apply hereto the net proceeds thereof after deduction of fees, costs and expenses incurred by an attorney or collection agent.

In the event of any suit or other proceeding for the recovery of said indebtedness, and/or for the sale of this mortgage, or whereof mortgage shall appear to establish or protect the heretofore mentioned agree, to pay to John C. Ladd, a personal legacy at rate of five, together with the cost of watch and report on title documents, to his heirs, executors, or administrators, shall be remitted by him.

All liens and remedies of mortgagee shall be cumulative and none shall impair the mortgage to exercise any and all rights of remedy upon default shall be deemed a waiver of its right to subsequently exercise the same with respect to the debt so charged by the exercise thereof. No failure or omission on the part of the mortgagor to exercise any and all rights of remedy upon default shall be deemed a waiver of its right to subsequently exercise the same with respect to the debt so charged by the exercise thereof.

The sum, amount or condition of this insurance shall be finally admitted to be invalid or unenforceable, the same shall be deemed stricken herefrom, and the value of this insurance shall be adjusted in full for such defect.

which may have been entered into many years before, then obligations he

This is as the recipient of this message.

The village Anandnagar property is not used principally for agricultural training purposes.

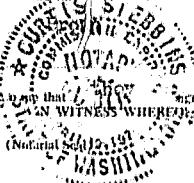
STATE OF WASHINGTON
County of Klickitat

NOTARIAL ACKNOWLEDGMENT
(Individual or Partnership)

On this 15th day of June

, 1972, before me personally appeared

Kerrit B. Brown And Wilma L.



to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged
that I, above named, am a notary public and seal the same as their 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 15th and year first above written.

(Notary Seal)

Curley Stebbins
Notary Public in and for the State of Washington.

reading at White Salmon

STATE OF WASHINGTON
County of

NOTARIAL ACKNOWLEDGMENT
(Corporation)

On this day of

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and

and

to me known to be the

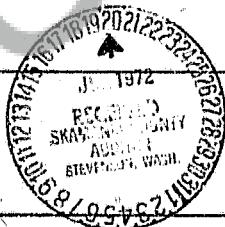
of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the true and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and doth certify that they were authorized to execute said instrument and that the seal (if affixed) is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 15th and year first above written.

(Notary Seal)

Notary Public in and for the State of Washington.

reading at



74390

REAL ESTATE MORTGAGE
(Washington Form)

Filed for Record at Request of

THE NATIONAL BANK OF COMMERCE of Se



P.O. BOX OR STREET

CITY, STATE, ZIP-CODE No.

REGISTERED	E
INDEXED	DIR.
SEARCHED	INDIRECT
RECORDED	
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STATE OF WASHINGTON FOR RECORDER'S USE COUNTY OF SULLIVAN	
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF RECORDING, FILED BY	
<i>J. L. Salter</i> OF <i>Stebeens Inc.</i>	
AT 11:40 A.M. JUNE 10, 1972	
WAS RECORDED IN BOOK 49 OF <i>July</i> - 1972	
RECORDS OF SULLIVAN COUNTY, WASH.	
S. P. [Signature] CLERK OF RECORDER	