## MORTGAGE

The Mortgagors, HENE F. BERTHEAU and NANA M. BERTHEAU, husband and wife & Vancouver, Washington

hereby mortgage to VANCOUVER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation, oraced at Vancouver, Washington, MORTGAGEE, the following described real property situate in the County of Skamania State of Washington

A tract of land located in the Southwest Quarter of the Northwest Quarter (SW) NW1) of Section 34, Township 2 North, Range 5 E. W. W., more particularly described as follows:

Beginning at a point rarking the intersection of the channel of the Washougal River with the west boundary line of the said Section 3h; themse following the channel of the Washougal River easterly to a point 800 feet east of the west line of the said Section 3h, said point being the initial point of the tract hereby described; thence north h35 feet, more or less, to a point in the center of a certain private road as staked out and established on December 7, 1002; thence westerly following the center of said private road to a point 655 feet east of the west line of the said Section 3h; thence south 230 feet; thence east 45 feet; thence south 205 feet, more or less, to the channel of the Washougal River, said point being 700 feet east of the west line of the raid Section 3h; thence easterly following the channel of the Washougal diver to the initial roint.

The within described property is not used principally for agricultural or farming pulposes.

and all interest or estate therein that the mortgagors may hereafter acquire,

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TOGETHER with all fixtures and articles of personal property owned by the Mortgagors and now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real property, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property, including but without thing linited to all screens, awnings, storm windows and doors, window shades, inlaid floor coverings, tefrigerators, builers, fanks, furnaces, radiators, vaults and furnishings of every kind and all heating, lighting, plumbing, gas, electricity, ventilating, tefrigerating, air conditioning, and incinerating equipment of whatever kind and nature, elevating and watering apparatus, furnace and heating systers, water heaters, burners, and fuel torage bins and tanks and trigation systems, and all built-in mirrors and cupboards and cabinets, and all trees, general and shall be deemed to be fixtures and accessory to the freehold and a part of the reality as between the parties hereto, this successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the surrity for the indebtedness herein mentioned and 70 be subject to the lien of this mortgage, au to secure the payment of the unsol

and the interest thereon at the tate as shown in the note secured hereby, which principal sum and the interest thereon is repayable in equal monthly installments as therein set for beginning on the fil floorth day of August 1972 19 72

and the interest thereon at the rate as shown in the note stoured hereby, which principal sum and the interest shoreon is repossible in equal monthly installmants at therein set for beginning on the 1'1 ft.centh day of At.cugst. 19 7' and payable on the 1'1 ft.centh day of Cat. month thereafter, according to the treats and conditions of the afore in promissory note bearing even dure herewith day of cat. month thereafter, according to the treats and conditions of the afore in promissory note bearing even dure herewith day of cat. month thereafter, according to the treats and conditions of the afore in the formal of the condition of the afore in the formal of the condition of the afore in the formal of the afore in the afore in the formal of the afore in the afore

Purthermore, to fully protect this mortgage, the Mortgagors, together with, and in addition to, the mouthly installments

of principal and interest payable under the terms of the note seared hereby, will on the fighteenth day of each month, until said note is fully paid, pay to the Murigagee the following sums: At the fighteenth of the continue of the contin

funds accumulated under this paragraph shall be applied as a credit against the amount of the principal then remaining due

Furthermore this mortgage also securer cny advances which the Mortgagee may make to the Mortgagors, or their successors in title or interest, for any purpost, at any time beleve the release and cancellation hereof, but at no time shall such advances together with the beliance remaining due upon the original obligation exceed the sums first secured hereby, nor shall imiting the shoulds that may be secured hereby when advanced to protect Mortgagee's security or in accordance with other covenants contained herein.

It is further mutually covenanted and agreed by and between the parties hereto, for themselves, their heirs, personal representatives, successors and assigns, that the owner and holder of this mortgage and of the promissory note secured thereby payment of all or any part thereof, without in any way affecting the personal habilty of any party obligated to pay such indebtedness,

other charges payable by them as hereinbefore agreed, or suffer said Mortgagors fail to make payment of any taxes or laving precidence to this mortgage, as hereinbefore provided against, thereof and the amount so paid, with interest thereon at the rate of ten per cent (10%) per annum shall be added to and become a part of the debt secured by this mortgage, without waiver, however, of any rights of said Mortgager arming from payments without prejudice, a constant. The Mortgager may collect a monthly late charge not to exceed Mortgager arming from payments without prejudice, however, to the 24 suggagers in arreors to cover the extra expense involved in handling definagent the Mortgagor.

the Mortgagor.

In the event the security is sold either by deed or contract of sale or otherwise conveyed to any person or party, and this mortgage debt remain unpaid at time of sale, then at the option of the Mortgagor, the rate of interest upon the indebtedness secured berreby shall race, after written onice by United States Mail to the increased of the extent of two person or such lesser sum as the Mortgagor shall letter provided said option shall never be used to establish an interest rate in excess of the maximum allowed by law and if this mortgage is assumed. Mortgagees assumption within and in the paid by assuming party.

While transfer enarge small be paid by assuming party.

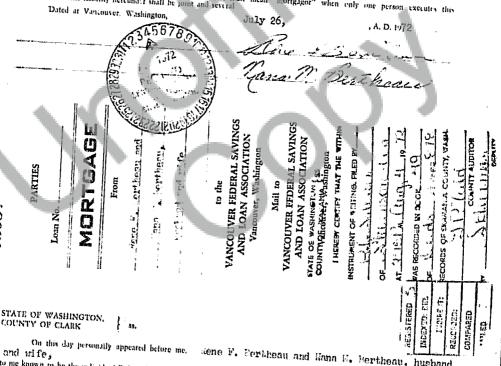
While not in default, the Mortgagors may collect and enjoy the rents, issues and profits pledged hereby, but in case of default in any payment, or any default under provisions undertaken by the Mortgagors hereby, the Mortgagors shall have the right to collect such rents, issues and profits and to expend such portion thereof as may be necessary for the maintenance of operation of said property and apply the halance, less reasonable costs of collection, upon the indebtedness hereby secure in the payments shall have been fully discharged.

until all delinquent payments shall have been fully discharged.

In the event out is instituted to effect such foreclosure, the said Mortgagee, its successors or assigns, may recover therein as Attorney's fees such sum as the Court may adjudge reasonable and shall pay such reasonable cost of searching recovers and abstracting the same is necessarily may be incurred in foreclosing this mortgage or defending the same, which sums may be included in the decree of foreclosure. Upon sale in any foreclosure created any foreclosure tract shall be said as one parcel.

That in the event suit is instituted to effect such foreclosure, the said Mortgagee, its successors or assigns, shall as properties of the Mortgagors, be united forthwith to have a receiver appointed of all the property hereby mortgaged, and the Mortgagors hereby expressly consent to the appointment of a receiver appointed of the Mortgager mortgaged, and they deputed the successors of the Mortgager in the property foreby mortgaged, and they depute that such receiver may remain in possession and control of the mortgaged property until her mortgaged property until he mortgaged property until her mortgaged property until her mortgaged.

Wherever the term 'mortgagors' occurs herein it shall mean 'mortgagor' when only one person executes this document, and the hability hereunder shall be joint and several



dene F. Perkheau and Mann M. Hertheau, husband and wife, to me known to be the radi ideal O described herein and who executed the within and foregoing instrument, and acknowledged

signed the same as thetr free and voluntary act and deed, for the

"Mescapil purposes therein member I

. Given under my hand and official seal this 26th day of July , A.D. 1972

A tract of land located in the Southwest Quarter of the Northwest Quarter (SW) of Section 34, Tormship 2 North, Range 5 E. W. M., more particularly described as follows:

Reginning at a point marking the intersection of the channel of the Washougel River with the west boundary line of the said fection 3h; thence following the channel of the Washougal River easterly to a roint 800 feet east of the west channel of the mashougal River easterly to a point 600 feet east of the test line of the said Section 34, said point being the initial point of the tract hereby described; thence north 135 feet, more or less, to a point in the center of a certain private road as staked out and established on December 7, 1942; thence westerly following the center of said private road to a point 655 feet east of the west line of the said Section 34; thence south 230 feet; thence east 15 feet; thence south 205 feet, more or less, to the channel of the Mashougal River, said point being 700 feet east of the west line of the said Section 34; thence easterly following the channel of the Washougal River to the little rount. initial roint.

The within described property is not used principally for agricultural or farming purposes.

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and all infacest or estate therein that the mortgagors may hereafter acquire. "NOGETHER with all fixtures and articles of personal property owned by the Mortgagors and now or at any time hereafter litached to or used in any way in connection with the use, operation and occupation of the above described real property, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property, including but without being limited to all screens, awnings, storm windows and doors, window shades, inlaid floor coverings, refrigerators, builders, tanks, furnace, radiators, vaults and furnishing; 30 every kind, and altaing, limbing, gas, electricity, ventilating, refrigerating, air conditioning, and incinerating equipment of whatever kind and nature, elevating and watering apparatus, furnace and heating systems, water heaters, butteres, and fuel storage bins and tanks and trigation systems, and all built-in mirrors and cupboards and cabinets, and all trees, garden and shrubbery, and also including installed overs, d shwashers, dyers and intercommunication systems, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the recurity for the indebtedness herein mentioned and to be subject to the lien of this mortgage, all to secure the payment of the sum of

and the interest thereon at the rate as shown in the note secured hereby, which principal sum and the interest thereon is repayable in equal monthly installments as therein set forth beginning on the fifteenth day of August 19 72 . and payable on the fifteenth promissory note bearing even date herewith. day of each month thereafter, according to the terms and conditions of the aforesaid

and payable on the PLICE enth day of each month thereifter, according to the terms and conditions of the aforesaid promissory note hearing even date herewith.

The Mortgagors, for themselves and for their heirs and assigns, have envenanted and agreed, and do hereby covenant and agree to and with the said Mortgage, its successors or assigns, as follows: They have a valid and unemprement the interest of inter

therefor on behalf both of the Mortgager and his assigns and the Mortgagee.

At any time during the life of this mortgage, if any law of the State of Washington shall be enacted imposing or authorizing the imposition of any specific tax upon mortgages or upon principal or interest of moneys or notes secured by inortgages or by virtue of which the owner of the premises above described shall be authorized to pay any tax upon said moneys, note or mortgage, or either of them, and deduct the amount of such iax from any such moneys, note or mortgage, or by virtue, of which any tax of assessment upon the mortgaged premises shall be chargeable against the owner of said moneys, note or mortgage, or in the event the mortgage debt or the income derived thereform become taxable under any law of the State of Washington, then the principal sum hereby secured, with all accrued interest thereon, at the option of the Mortgagee, at any time after the enactiment of such law, shall become due and immediately payable, whether due by Japes of time or not; provided, however, that if notwithstanding any surth law, the Mortgages my lawfully and shall pay to or for the Mortgagee, its successors and assigns, any such tax, this mortgage shr/s semain the same as if such law or laws had not been passed.

Furthermore, to fully protect this mortgage, the Mortgagors, together with, and in addition to, the monthly installments

Furthermore, to fully proceed this mortgage, the Mortgagors, together with, and in addition to, the monthly installments of principal and injerest payable o'der the terms of 2-2 note secured hereby, will on the FI free the day of each month, until said note is kully paid, pay to the Mortgage, the following sums: At the Oloction of the Cortained (1) A sum equal to the premiums that will next become due and payable on policies of fire and other heard insurance covering the hirtgaged profits, plus taxes and assessments next due on the described premises (all as estimated by the Mirgageo), less all aims already paid therefor divided by the number of nonths to clapse before one month price to the day when such premiums, taxes and assessments will become delinquent, and amounts to be held by the integrate in trust to pay premiums, taxes and special assessments, as herein stated.

(2) All turns so paid, being the amounts due on the original note secured hereby and the sums stated in this paragraph, shall be applied by the Mortgageo first to taxes, assessments, life and other heard insurance premiums, then integet upon the note secured hereby, and the balance in amounts inposed on the principal of said note.

If the total of payments made under the provisions of this paragraph shall exceed the amount of the payments actually made for taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgageo on subsequent payments to be mide by the Mortgagors, or may be applied upon the principal of said note. It, however, said amounts are not sufficient to pay said steems, the Mortgagors further agree that they will pay to the Mortgagoe any amount necessary to make up auch deticiency. Accordingly, if there should be a default made under the provisions of this mortgage resulting in a public sale of the premises covered thereby, or if the Mortgagoe acquires the property otherwise after default, at the time of the commencement of such proceedings, or at the time the preperty of otherwise

ands accumulated under this paragraph shall be applied as a credit against the amount of the principal this remaining due

under said note.

Forthermore this morigage also secures any advances which the Morigage may make to the Mortgagors, or their successors in title or interest, for any purpose, at any time before the release and exacellation hereof, but at no time shall such advances telepither with the balance remaining due upon the original subligation extend the sums first accured hereby, nor shall the term of this mortgage he increased, providing, however, that nothing in this paragraph contained shall be considered as covenants contained herein.

The further mutually covenanted and accord by and hereifs the parties inverse for themselves, their necessary.

It is further minually covenanted and agreed by and between the parties hereto, for themselves, their heirs, personal representatives, successors and assigns, that the owner and holder of this mortisage and of the promissors note secured thereby payment of all or any part thereof, without in any person liable for said thorigage indebtedness, any extension of time for indebtedness,

IT 13 FURTHER EXPRESSLY AGREED: That should the said Mojtgagors fail to make payment of any taxes or having procedure to this mortgage, as hereinbefore agreed, or suffer said premizes to become subject to any lien or encumbrance thereof and the amount is paid, with interest thereon at the rate of ten per tent (1002) per annum shall be added to and be breach of any of said covenants. The Mortgage may collect a monthly late charge no to exceed two cents (2e) for each payment more than ten (10) days in arrears to cover the extra expense involved in handling delinquent the Mortgagor.

In the event the sequence is old sides by the latest and the security is collected and the sum of the security is collected and the security is collected to any other tendence.

the Mongagor.

In the event the security is sold either by deed or correct of sale or etherwise conveyed to any person or party, and this mortgage debt remain unpaid at time of sale, then at the option of the Mortgage, after written notice by United States Mail to the Margagor, the rate of interest upon the indebtedness secured hereby shall. from and after the date of exercise of the option, be to establish at interest rate in excess of the maximum allowed by law and if this mortgage is assumed, Mortgage's assumption

While not in default the Mortgagers may collect and only the rights feature and profits pledded below, but in case.

While not in default, the Mortgagors may collect and enjoy the rents, issues and profits pledged hereby, but in case, while not in default, the Mortgagors may collect and enjoy the rents, issues and profits pledged hereby, but in case right to collect such rents, issues and profits and to expend such partion thereof as may be necessary for the maintenance and operation of said property and apply the balance, less reasonable costs of collection, upon the indebtedness hereby secured until all delinquent payments shall have been fully discharged.

In the event suit is furthered to effect such foreclosure, the said Mortgagon its successors or regions may recover.

until all delinquent payments shall have been fully discharged.

In the event suit is distituted to effect such foreclosure, the said Mortgagee, its successors or assigns, may recover therein as Attorney's fees such sum as the Court may adjudge reasonable and shall pay such reasonable cost of searching records and abstracting the same as necessarily may be incurred in toreclosing this mortgage or defending the same, which sums may and the purchaser at any such sale shall be ict into immediate and full postacion of the above premises.

There in the event suit is instituted to effect such foreclosure, the said Mortgage. Its successors or assigns, shall as

and the purchaser at any such sale shall be set into immediate and full postaction of the shove premises.

That in the event suit is instituted to effect such foreclosure, the said Mortgagee, its successors or assigns, shall as a matter of right and without regard to the sufficiency of the security or of waste or danger of misapplication of any of the Mortgagors, hereby expressly consent to the appointment of a preceiver by any court of competen insidiction and expressly indicate, covenant and agree that such receiver may remain in possession and control of the mortgaged property until the Wherever the term "mortgagors" occurs herein it shall mean "mortgagor" when only one person excertes this document, and the liability hereunder shall be joint and several.

July 26, . A. D. 1972 SKAMANIA CCUNTY, WASH D LOAN ASSOCIATION Vancouver, Washington AND LOAN ASSOCIATIO Wana 7. Rerthean histond and wife A. 1. F. E. E. ertheau VANCOUVER FEDERAL VANCOUVER FEDERAL CENTIFY THAT NSTRUMENT OF WITHING. COUNTRAFIGHTAN AS RECOUDED IN DOOR TATE OF WASHINGT Loan . HEREBY 3 Ç CORDS I DIE T ACC:SIERED REUCHDER COMPARED STATE OF WASHINGTON, COUNTY OF CLARK MEEX TO

On this day personally appeared before medene F. Pertheau and Mann M. Pertheau, husband and wife,

to me known to be the indicidual 5 described herein and who executed "to within and foregoing instrument, and acknowledged that ther their

Assessable purposes therein mentioned.

, 37to .

signed the same as

July

, A.D. 1972

free and voluntary act and deed, for the

Public in and for the State of Washington residing at Vancouver, therein. Notary

26th

Given under any hand and official seal this