

TRANSAMERICA TITLE  
INSURANCE COMPANY

## REAL ESTATE MORTGAGE

THE MORTGAGOR S

JOEL C. RUBIN AND CHARON MAY RUBIN, Husband and wife

hereinafter referred to as the mortgagor, mortgagee to WINTERHAUER FULL EMPLOYEES FEDERAL CREDIT UNION  
the following described real property situate in the county of Skamania, State of Washington:

Lot 6 of Block Three of LANGE'S HOMESTEAD according to the official plat  
thereof on file and of record at page 128 of Book A of Plats, Records of  
Skamania County, Washington.



together with the tenements, hereditaments, franchises and appurtenances, now or hereafter thenceunto belonging or used  
in connection with the premises described above; and all machinery, lighting, cooking, heating, ventilating, elevating, water-  
ing and irrigating apparatus and fixtures, now or hereafter belonging to or used in connection with the above described  
premises; together with all waters and water rights of every kind and description and whatever evidence or manifested,  
which now or hereafter may be appurtenant to said premises, or any part thereof, or incident to the ownership thereof, or  
any part thereof, or used in connection therewith, to secure the payment of the sum of

**Two thousand eighteen and 48/100 DOLLARS,**  
with interest from date until paid, according to the terms of a certain promissory note bearing date herewith.

This mortgage is also given to secure payment of any renewal or renewals of said promissory note as well as any  
money loaned or advanced to the mortgagor by his mortgagees after the date hereof, and any other indebtedness which may  
hereafter exist or become due or owing, from the mortgagor to the mortgagee, its successors or assigns during the con-  
tinuance of this mortgage; provided, however, that the aggregate principal amount at any one time secured hereby shall  
not exceed the amount of the note specified above plus **two** percentum thereof in addition to such sums as the  
mortgagee may expend or hereinafter provide.

Notwithstanding anything herein or in the note secured hereby contained, any payment made by the mortgagor to  
the mortgagee may be applied to the payment of any item of indebtedness secured hereby as the mortgagee may elect.

The mortgagor covenant and agree with the mortgagee as follows: That they are the owners in fee simple of all  
of the above described real estate, and that the said real estate, and all thereof, is free of all liens and encumbrances;  
that they will during the continuance of the lien of this mortgage, covenant and suffer to be committed no waste of or on  
said premises or the improvements thereon, nor before delinquent all taxes and assessments levied or assessed, or in any  
manner imposed upon or against said lands and the improvements thereon, and will keep said premises and the improve-  
ments thereon free from all other encumbrances which will in any manner impede the mortgagee's occupancy, that they will  
keep the buildings thereon in a good condition and state of repair and continuously insured against loss, fire, or damage to  
the said buildings by fire, by some insurance company or companies satisfactory to the mortgagee, for an amount of at  
least **2018.48**, which policy or policies of insurance shall be deposited with the mortgagee, and must  
contain as a part thereof a mortgage clause (such clause to be satisfactory to the mortgagee as to form and contents)  
in favor of the mortgagee, its successors and assigns. In addition to the foregoing, the mortgagor covenant and agree  
to effect and maintain war risk and other such insurance against robbery or other risk than fire, as may be required by  
the written demand of the mortgagee.

Should the mortgagors fail to keep any of the foregoing covenants, then the mortgagee may perform them, without  
waiving any right or remedy herein given for any such breach or default of the mortgagors, and all expenditures in that  
behalf shall be secured by this mortgage, and shall bear interest at the rate of ten per cent per annum, and be repayable  
by the mortgagors on demand; and any sum expended by the mortgagee for the purpose of paying same prior to this  
mortgage, such as insurance, taxes, assessments, impositions, or other kinds of any kind, shall be secured by this mortgage  
regardless of the amount by which such sums may or less the face of this mortgage.

In case of default in the payment of any installment of said debt, or of a breach of any of the covenants herein con-  
tained, then the entire debt hereby secured shall, at the mortgagee's option, become immediately due without notice and  
this mortgage may be foreclosed. Any installment not paid when due at all bear interest at the rate of ten per cent, 10%,  
per annum until paid and shall be secured hereby.

The mortgagors shall pay the mortgagee a reasonable sum as attorney's fee in any suit that may be lawfully brought  
for the foreclosure of this mortgage, and in any suit which the mortgagee, to protect his lien thereof, is obliged to defend;  
and shall pay such reasonable costs of searching records and advertising the same as may necessarily be incurred in fore-  
closing this mortgage, or defending the same; which sums shall be secured hereby and may be included in the decree of  
foreclosure.

In case of foreclosure and sale thereunder, the purchaser at such sale shall be set into immediate possession of the  
property mortgaged, the mortgagors expressly hereby waiving any claim of homestead and all rights to possession of the  
property mortgaged during the period allowed by law for redemption.

The rents, issues and profits of the property herein described shall be the property of the mortgagors, provided they  
shall make all payments as they mature, and shall perform all covenants and conditions required hereby to be kept and  
performed by the mortgagors, but in case of any default in any payment of the debt secured hereby or the performance of  
any covenant or condition of this mortgage, the mortgagors shall have the right, and to hereby appointed agent of the  
mortgagors, to collect such rents, issues and profits which are hereby assigned and transferred to it and it may expend  
the whole or any part thereof, and any further sum deemed necessary by it, for the maintenance and operation of the  
property mortgaged, or to the making of any repairs deemed by it necessary to preserve or properly condition the mort-  
gaged property, and shall apply the balance, less reasonable expenses of collection, upon the indebtedness secured hereby.

that all delinquent payments are made, and any amount advanced by the mortgagors for any of said purposes shall be secured hereby, with interest at 10% per annum, and is repayable on demand; and it is expressly agreed that in the event of any default of the mortgagors of any payment, term or condition of this mortgage, whether in the payment of any installment due or not, then the mortgagors shall, at a time or times, be entitled to the application of a Receiver at the time of filing its action for foreclosure hereon, or at any time thereafter, such Receiver to take possession of the property, conserve the same, and collect the rents therefrom, and apply the same to the reduction of any debt secured hereby.

The mortgagors further agree that they will pay to the mortgagor the necessary traveling expenses of its agents or attorneys incurred for the purpose of inspecting the property hereby described or in the collection of such indebtedness or the protection of its security, if such traveling expenses are incurred at a time when the mortgagors are in default.

Wherever alterations or improvements are commenced on the property covered by this mortgage, or wherever the sum or any part of the sum advanced hereby is advanced for the purpose of construction, alteration or improvement of any building, the mortgagor covenant and agree that the construction, alteration or improvement will be completed within a period of six months from the date hereof, and if not so completed the mortgagor, at its option, may complete such construction, alteration or improvement and the sum expended or advanced for that purpose, with interest thereon at the rate of 10% per annum, shall be repaid on demand and shall be secured hereby, and the mortgagors may declare the whole sum secured by this mortgage due and payable forthwith and without demand and may foreclose this mortgage.

The mortgagors consent to a partial deficiency judgment for any part of the debt hereby secured which shall not be paid by the sale of said property upon foreclosure hereof.

Dated at Longview, Washington, this 19th day of September, 1972.

*Joel C. Rubin* (Sent)  
*Sharon May Rubin* (Seal)

STATE OF WASHINGTON  
County of Cowlitz ss.

THIS IS TO CERTIFY, that on this 19th day of September, A.D. 1972, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally came

*JOEL C. RUBIN AND SHARON MAY RUBIN*, Husband and wife, to me known to be the individuals described in and who executed the within instrument and acknowledged to me, that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and the official seal the day and year in this certificate first above written.

*Longview*  
Notary Public in and for the State of Washington, residing at

REGISTERED	NO
INDEXED	MR
SEARCHED	INDIRECT
SERIALIZED	RECORDED
FILED	COPIED
MAILED	

## REAL ESTATE MORTGAGE

FROM  
JOEL C. RUBIN AND SHARON MAY RUBIN, husband and wife  
5516 Mt. Solo Rd., Space #1  
Longview, Washington 98632

TO

WEYHAEUSER PULP EMPLOYEES  
FEDERAL CREDIT UNION

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY  
*E. J. Johnson*  
OF WEYHAEUSER PULP

AT NO. 49 ON 12-21-72

RECORDED IN BOOK 49  
AT PAGE 2512

OF  
RECORDS OF SKAMANIA COUNTY, WASH.  
*John S. Stedman*  
RECORDED  
COUNTY JUDGE  
*E. J. Johnson*

MAIL TO  
WEYHAEUSER PULP EMPLOYEES FEDERAL  
CREDIT UNION  
3325 Washington Way  
Longview, Washington 98632

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