75265

TRANSAMERICA TITLE
INSURANCE COMPANY

BOOK 64 PAGE 757

REAL ESTATE MORTGAGE

THE MORTGAGOR S JOEL C. RUBIN AND SHARON MAY RUBIN, Husband and wife

hereinafter referred to as the mortgagor, mortgages to WEYERHAEUSER PULP 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, privileges and appurtenances, now or hereafter thereunto belonging or used in connection with the premises described above, and all plumbing, heating, cooking, cooling, ventilating, elevating, watering 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 however evidenced 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 even 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 mortgagors by the mortgagee after the date hereof, and any other indebtedness which may hereafter exist or become due or owing, from the mortgagors to the mortgagee, its successors or assigns during the continuance 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 ten percentum thereof in addition to such sums as the mortgagee may expend as hereinafter provided.

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

The mortgagors 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, commit and suffer to be committed no waste of or on said premises or the improvements thereon; pay 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 improvements thereon free from all other encumbrances which will in any manner impair the mortgagee's security; that they will keep the buildings thereon in a good condition and state of repair and continuously insured against loss of or damage to the said buildings by fire, by some insurance company or companies satisfactory to the mortgagee, for an amount of not less than $ 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 mortgagors covenant and agree to effect and maintain war risk and other such insurance against casualty 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 sums expended by the mortgagee for the purpose of paying liens prior to this mortgage, such as insurance, taxes, assessments, mechanics or other liens of any kind, shall be secured by this mortgage regardless of the amount by which such sums may exceed 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 contained, 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 shall 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 the lien thereof, is obliged to defend; and shall pay such reasonable costs of searching records and abstracting the same as may necessarily be incurred in foreclosing 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 let 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 mortgagee shall have the right, and is 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 in the making of any repairs deemed by it necessary to preserve or properly condition the mortgaged property, and shall apply the balance, less reasonable expense of collection, upon the indebtedness secured hereby until all delinquent payments are made, and any amount advanced by the mortgagee 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 covenant, term or condition of this mortgage, whether in the payment of any installment due or not, then the mortgagee shall, as a matter of right, be entitled to the appointment of a Receiver at the time of filing its action for foreclosure hereof, 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 mortgagee the necessary traveling expenses of its agents or attorneys incurred for the purpose of inspecting the property herein 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 secured hereby is advanced for the purpose of construction, alteration or improvement of any building, the mortgagors 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 mortgagee, at its option, may complete such construction, alteration or improvement and any 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 mortgagee 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 personal 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 (Seal)

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.

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

75265

REAL ESTATE MORTGAGE

FROM

JOEL C. RUBIN AND SHARON MAY RUBIN, husband and wife
5516 Mt. Solo Rd. Space #11
Longview, Washington 98632

TO

WEYERHAEUSER PULP EMPLOYEES
FEDERAL CREDIT UNION

STATE OF WASHINGTON
COUNTY OF SKAMANIA } ss

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY F. J. Salvesen
OF Stevenson, Wn.
AT 10:00 A. M. Sept 20 1972
WAS RECORDED IN BOOK 49
OF Mtg AT PAGE 950
RECORDS OF SKAMANIA COUNTY, WASH.
G. R. Todd
COUNTY AUDITOR
BY E. Magnuson
DEPUTY

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED:
COMPARED
MAILED

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