



## BOOK 49

PAGE 77

**TRANSFER BY  
MORTGAGOR  
RESTRICTED**

day of **September**

Werner Ostermann And Marie J. Ostermann, Husband And Wife

1972 by and between

County of **Klickitat**

Star of Washington, hereafter called "mortgage," and

THE NATIONAL BANK OF COMMERCE OF SEATTLE, a national bank & association, hereinafter called "mortgagee," at its  
**White Salmon** Branch Office in **White Salmon**, Washington

WITNESS, I:

The mortgagor hereby mortgages to the mortgagee, its successors and assigns, the following described real property, situated in the County of **Klickitat** State of Washington, to-wit:

A tract of land located in the N.  $\frac{1}{2}$  of the N. W.  $\frac{1}{4}$  of Section 2, T. 3 N., R. 10 E., W. 4., Skamania County, Washington; being described as follows: Beginning at an iron rod which is 2" OH" E. 175 feet; thence S. 88° 57' W. 155 feet from the N.  $\frac{1}{2}$  corner of Section 2, T. 3 N., R. 10 E., W. 4.; thence S. 31° 16' 10" E. 22.03 feet to the Northwesterly right of way line of the Lakeside (County Road); thence along said right of way line, which is 12' wide, as measured at right angles from the centerline of said road) S. 28° 12' W. 42

and all and singular the tenements, hereditaments, and appurtenances therein, so belonging or in anywise appertaining and all fixtures, apparatus and equipment which are now or may hereafter be in any way attached to or part of said real property or any improvement thereof, including, but without limiting the generality of the foregoing, all plumbing, heating, cooling, mechanical or refrigerating, air conditioning, elevator and lifting apparatus, fixtures, equipment, all engines, pipes, ducts, pumps, compressors, tanks, ventilators, motors, conduits, interphone, panels and switchboards; all built-in stoves, dishwashers, refrigerators and their appliances, all partitions, cabinets and wallclosets; and any and all renewals, replacements, betterments and substitutions made with respect to any and all of the foregoing, all of which said property shall be deemed to constitute part of the realty.

Dollars \$ 20,000.00

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, its order and non 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 so 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, together with all expenses which may at any time be owing from said mortgagor to the mortgagee; provided, further, that nothing herein contained shall be construed as obligating or shall obligate the mortgagee to make any such future loans or advances and provided, further, the assignment of the amount secured hereby shall not apply to any moneys advanced or borrowed or fees incurred by mortgagor in connection with the breach or default of any time, warranty, covenant or condition of this mortgage.

Figure 2: *Comparison of the proposed algorithm with the existing algorithms in terms of the number of iterations required to reach the optimal solution.*

(f) Forever warrant the title to all of the mortgaged property, including the rents, 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 assurances of title thereto;

(2) Payee shall pay the premium and interest and indexness in accordance with the terms of said promissory note or notes, and any renewal or extensions thereof.

(3) Pay and discharge, as the same or some one or more parties, and your discharge, all taxes, assessments, water rates or other charge of what ever 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 or might hereafter be imposed for the use and payment of, or for the benefit of, or in connection with, the means or debt secured hereby;

11. Stamps are persons who keep all of the messages from the group in order and report and coordinate as per the chart and written notes.

(5) Keep the mortgage, property of all underinsured against loss (with and without coverage) and any and such other hazards and perils as the mortgage may require, to each annuity, term and interest policy, and such such mortgage company or companies, as shall be required by or satisfied to, to the mortgage; cause to be attached to each such policy and to the satisfaction to the mortgage a mortgage clause rendering all loss payable first to mortgage as its interest so all appear, assign and deliver such such policies to mortgage, and ensure payment in full of all premiums thereof at least ten (10) days in advance if due date;

(b) NOTWITHSTANDING THE FOREGOING, ANY WRITTEN CONSENT FIRST DRAFT AND RECEIVED, MAKE ANY SALE, CONVEYANCE OR OTHER TRANSFER OF THE MORTGAGED PROPERTY UNLESS AN INCIDENT OF THE CLOSING OF SUCH TRANSFER, THIS MORTGAGE SHALL BE FULLY PAID. PROVIDED, HOWEVER, THE 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 foreclosure of any of the above-described mortgages, and in addition to all other rights and remedies hereon provided by law provided, the mortgagee may, if it shall so elect, cause the mortgagor to execute and deliver to the mortgagee such documents as may be necessary to carry out such foreclosure, and all sums so paid and the expenses incurred in such performance shall be repaid by the mortgagor to the mortgagee, with interest at the highest rate permitted by law from the date of such payment, and shall be secured by the first and best lien of the above-described body, tenements and premises, or that person to whom mortgagee makes any such payment, in the same manner as the first and best lien and mortgage of the property and premises.

An *in loco* parent is usually a person who takes the place of a biological parent, and is recognized by the law as having the same rights and obligations as a biological parent. An *in loco* parent may be a stepparent, a grandparent, or a friend who has taken the place of a biological parent. The law recognizes the rights and obligations of an *in loco* parent in the same way as it recognizes the rights and obligations of a biological parent. This means that an *in loco* parent can sue for damages if a child is injured, and can be held liable for the child's actions. The law also recognizes the rights and obligations of an *in loco* parent in the same way as it recognizes the rights and obligations of a biological parent. This means that an *in loco* parent can sue for damages if a child is injured, and can be held liable for the child's actions.

In the event of default by the mortgagor and inability to pay in the event of a transfer of assets, the mortgagee warrants, or agrees to warrant, to the mortgagee, that he will seek recovery of the outstanding balance due at the expiry of the mortgage, become immediately due and payable, with or without interest, including any costs incurred, and to use the proceeds of the mortgage to discharge the amount due to be taken by the mortgagee for all sums due. The mortgagee will then have no further claim.

No sums shall be advanced by or on behalf of the mortgagee under the terms of this mortgage, and except to the extent the same are specifically assigned and pledged in separate and distinct trusts to be employed by the mortgagee to finance directly from the obligors a third of all rents, taxes and profits of the mortgaged property, due to and received and/or to be received, distributed shall be deposited in a trust for the same purpose, for the purpose of making all payments due under, and with respect to, a trust for 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 thereof confers the right to the mortgagee to accelerate the payment of the indebtedness as hereinbefore stated, then the mortgagee shall forthwith become empowered, at its option, without notice or demand, and in its own name and without the necessity of a court order, to cause the principal and interest due and to be due, together with all costs and expenses incurred by it in connection with the demand, collect and receive such rents, taxes and profits and to apply, hereby the net proceeds thereof, as a deduction of taxes, costs and expenses incurred as an incident 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 on probate the lien hereon, the mortgagee agrees to file in discharge a reasonable attorney's fee, together with the cost of suit and interest on said indebtedness 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 in an event 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 release, suspension or condition of this mortgage shall be finally adjudged to be unlawful or unenforceable, the same 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, his 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 mortgagor, first and last shall ever shall be joint and several.

There is of the essence of this mortgage:

The within described mortgage, property is not used primarily for agricultural or farm purposes.

IN WITNESS WHEREOF, the parties (a) designated \_\_\_\_\_ mortgagee have set hand and seal to each the day and year first above written.

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

\* World Economy  
\* World & Environment

**Abstract**

feet, more or less, to the (P. C.) of a 154.56 foot radius curve to the left; thence along said curve 77.3 feet (the chord of which bears S. 13° 43' W. 77.3 feet); thence parallel



STATE OF WASHINGTON  
County of **Klickitat**

**NOTARIAL ACKNOWLEDGMENT**  
(Indiv. Prop. - For Gov. Act)

On this 1st day of June, 1989, before me personally appeared **Werner Ostermann And Maria J.**

to me known to be the individuals who executed the within and foregoing instrument, and acknowledge that they executed and signed the same as **his** (Indiv. Prop. - For Gov. Act) and the said instrument is the capacity as the person mentioned.



*[Signature]*  
Notary Public in and for the State of Washington,  
residing at **White Salmon**

STATE OF WASH.  
County of **Klickitat**

**NOTARIAL ACKNOWLEDGMENT**  
(Corporation)

On this 1st day of June, 1989, before me personally appeared \_\_\_\_\_

to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of the corporation that executed the within and foregoing instrument, and acknowledge said instrument to be the true and voluntary act and deed of said corporation, for the purpose and purposes therein expressed, 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 seal of my official seal the day and year first above written.

(Notarial Seal)

Notary Public in and for the State of Washington,

residing at \_\_\_\_\_

75387

**REAL ESTATE MORTGAGE**  
(Washington Form)

Filed for Record at Request of \_\_\_\_\_

|                 |   |
|-----------------|---|
| REGISTERED      | 6 |
| INDEXED: DIRECT |   |
| INDIRECTLY      |   |
| RECORDED        |   |
| COMPARED        |   |
| MAILED          |   |



**THE NATIONAL BANK of COMMERCE of Seattle**

P.O. BOX 87-877

CITY, STATE, ZIP CODE 98108

Branch Office

**THIS INSTRUMENT RECORDED BY RECORDER'S USE**  
**COUNTY OF SAGINAW**

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF **WITNESS FILED BY** [Signature]  
**OF** [Signature]  
**AT** 8:45 AM June 13, 1989  
**WAS RECORDED IN BOOK** 49  
**OF** 227 **AT PAGE** 994  
**RECORDS OF SAGINAW COUNTY, MICH.**  
[Signature]  
**COUNTY CLERK**

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

Elaborat

State of Washington, County of \_\_\_\_\_, the following described real property, to-wit: \_\_\_\_\_ in the County of \_\_\_\_\_

[illegible]

20,000.00

together with interest thereon in accordance with the terms of a certain promissory note of even date herewith, executed and delivered by the mortgagor to the mortgagee, or its order, and any renewal or extension thereof.

This mortgage is also given and intended as security for the payment by the mortgagor to the mortgagee of such additions of sums of money as may hereafter be loaned or advanced by the mortgagee to or for the account of mortgagor, including any renewal or extension thereof, if being provided, however, that the unpaid principal balance of all such loans or advances made by the mortgagee to or for the account of mortgagor shall be secured by said mortgagor to the mortgagee; provided, further, that nothing herein contained shall be construed as obligating or shall obligate the mortgagor to make any such future loans or advances or provided, in case the mortgagor should hereafter become secured hereby, shall not apply to any money advanced or to costs or fees incurred by the mortgagee in connection with the enforcement of any term, condition, covenant or condition of this mortgage.

地址：浙江省宁波市江北区慈城街道 邮编：315100 电话：0574-27661111 传真：0574-27661111 网址：www.ningbo.gov.cn

(1) Forever warrant a title to all of the mortgaged property, including the rents, issues and profits thereof, to be clear, free and discharged of all claims, liens and encumbrances other than this mortgage, and will execute and deliver any further necessary instruments to carry out the foregoing purposes.

(3) **Paid and discharge**, as the same become due and payable, and prior to delinquency, all "over assessments," water rates, sewer charges or other charges, whether similar or dissimilar to those hereinafter specified, shall be paid by cash or check to the City of Chicago.

(4) I warrant, preserve and keep all of the above-mentioned items in good condition and repair, and not consume or permit same to be consumed.

(f) Assign the mortgage property at all times insured against fire (with extended coverage) and against such other hazards and perils as the mortgagee may desire to be attached to each such policy in form satisfactory to the mortgagee or mortgagees, there rendering all loss payable first to mortgagee or mortgagees and thereafter to mortgagor; and deliver each such policy to mortgagee and evidence paid in full of all amounts due on such policy.

(c) NOT, WITHOUT THE MORTGAGEE'S WRITTEN CONSENT FIRST HAD AND RECEIVED, MAKE ANY SALE, CONVEYANCE OR OTHER ENCUMBRANCE OF THE MORTGAGED PROPERTY, UNLESS AS AN INCIDENT OF THE CLOSING OF SUCH TRANSFER THIS MORTGAGE SHALL BE FULLY PAID; PROVIDED, HOWEVER, THE PASSING OF THE MORTGAGED PROPERTY BY WILL OR BY DECEASET AND DISTRIBUTION SHALL NOT BE DEEMED A PROHIBITED TRANSFER HEREUNDER.

in the event of a breach of any of the above said covenants or conditions and to advise as to all other rights and remedies hereunder or by law provided, in mortgagee's favor, for which no obligation to pay any sums or perform any acts herein or hereunder or to remedy any breach, and to sums so paid and the expenses incurred in such performance shall be paid by mortgagee to mortgagee or designated agent, or agent at the highest rate permitted by law from the date of such payment, and shall be secured in this mortgage. The record of the law official, governing body, insurance company, or other person to whom mortgagee makes such payment shall be given evidence as between mortgagee and mortgagee of the propriety of such payment.

Any first payable under any insurance policy shall be paid to mortgagee.

the insured payable under any insurance policy, agreement, or any contract, which may be awarded, recovered, or settled upon, for the taking, damaging, or destruction of all or any portion of the aforesaid property shall be applied, in the first instance, against the insured, toward payment of the indebtedness and other obligations secured hereby, whether due or not. The insurance shall not constitute a guaranty or assumption of responsibility for the adequacy or sufficiency of any insurance, nor shall the proceeds thereof be subject to attachment or garnishment for the payment of any such indebtedness, or any other obligation.

No living or living after death persons shall have any right or interest in the proceeds of the mortgage.

[illegible]

In the event of any suit or other proceeding brought by recovery, fraud and/or tortfeasors, the lender shall be liable for the cost of the suit or proceeding, including reasonable attorney's fees, after deduction of fee, court, and expense incurred to establish or protect the lender's interest. The mortgagee agrees to pay to the mortgagee, as reasonable attorney's fees, together with the cost of search and report preliminary to foreclosure, all of which shall be the agreed herein.

All claims and remedies shall survive the death of either party.

And rights and remedies of mortgages, shall be cumulative and none shall be denied or exhausted by the exercise thereof. No failure of compliance on the part of the obligee to exercise any such right or remedy, shall constitute a bar to the exercise of any such right or remedy, and no failure of compliance on the part of the obligor to exercise any such right or remedy, shall constitute a bar to the exercise of any such right or remedy. And no failure of compliance on the part of the obligor to exercise any such right or remedy, shall constitute a bar to the exercise of any such right or remedy.

and the balance of this mortgage shall be and remain in full force and effect.

This mortgage shall remain in full force and effect until the principal sum secured hereby has been paid in full; and thereafter, the same shall be deemed satisfied here-  
successors and assigns who may need success shall take the number of shares as shall appear in the books of the corporation  
as evidenced by the books of the corporation, and shall have the right to vote and receive dividends thereon.

use as of the essence of this mortgage.

The within described mortgaged property is used primarily for agricultural or farming purposes.

**WITNESSES WHEREOF**, the person designated as mortgagor have set hand and seal hereunto the day and year first above written.

CONFIDENTIAL COPY

1997

## Wagner Online

SIGNED Harry J. Osterman

**COSNY**

feet, more or less, to the (P. C.) of a 154.56 foot radius curve to the left; thence along said curve 76.1 feet (the chord of which bears S. 13° 43' W. 77.3 feet); thence parallel with the North line of said Sec. 2, S. 88° 57' W. 788.32 feet; thence parallel with the North-South line of said Sec. 2, N. 5° 08' W. 230 feet to a point which is S. 2° 08' E. 75 feet and N. 88° 57' E. 1655.28 feet from the N. W. corner of said Sec. 2; thence parallel with said N. line of Sec. 2, N. 88° 57' E., 300 feet; thence S. 2° 08' E. 100 feet; hence N. 88° 57' E. 520.32 feet to the point of beginning. Contains 3.08 acres more or less.

SECRET



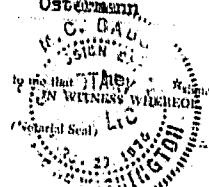
STATE OF WASHINGTON  
County of **Klickitat**

**NOTARIAL ACKNOWLEDGMENT**  
(Individual or Partnerships)

On this \_\_\_\_\_ day of \_\_\_\_\_

19\_\_\_\_, before me personally appeared **Werner Ostermann And Maria J.**

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they executed and sealed the same as **his** free and voluntary act and deed for the uses and purposes, and in the capacity (ies) therein mentioned. I have hereunto set my hand and affixed my official seal the day and year first above written.



*[Signature]*  
Notary Public in and for the State of Washington,  
residing at **White Salmon**

STATE OF WASHINGTON  
County of \_\_\_\_\_

**NOTARIAL ACKNOWLEDGMENT**  
(Corporations)

On this \_\_\_\_\_ day of \_\_\_\_\_

19\_\_\_\_, 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 first above written.

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

75387

**REAL ESTATE MORTGAGE**  
(Washington Form)

Filed for Record at Request of \_\_\_\_\_

|               |   |
|---------------|---|
| INDEXED       | 5 |
| INDEXED: DIR. | 5 |
| INDIRECT      |   |
| RECORDED      |   |
| COMPARED      |   |
| MAILED        |   |



**THE NATIONAL BANK of COMMERCE of Seattle**

Branch Office

P.O. BOX OR STREET \_\_\_\_\_

CITY, STATE, ZIP CODE NO. \_\_\_\_\_

|                                                                                                                                                                                                                                   |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| THIS SPACE RESERVED FOR RECORDER'S USE:<br>COUNTY OF SKAMANIA                                                                                                                                                                     |  |
| I HEREBY CERTIFY THAT THE WITHIN<br>INSTRUMENT OF WRITING, FILED BY _____<br>OF _____<br>AT 2:45 P.M. 10/6/72<br>WAS RECORDED IN BOOK _____<br>OF _____ AT PAGE 893<br>RECORDS OF SKAMANIA COUNTY, WASH.<br>_____<br>COUNTY CLERK |  |

75387

# REAL ESTATE MORTGAGE

WFOK 12

PAGE 99-  
TRANSFER BY  
MORTGAGOR  
RESTRICTED

THIS MORTGAGE, made this 18th.

day of September-

72 *Journal of Management Inquiry*

THIS MORTGAGE, made this 18th. day of September  
Werner Ostermann And Marie J. Ostermann, Husband And Wife

White Salmon, Wash.

County of **Klickitat**

City of Washington, hereinafter called "contractor," and

of **White Salmon, Wash.**, County of **Clatsop**, State of **Oregon**,  
**THE NATIONAL BANK OF COMMERCE OF SEATTLE**, a national banking association, hereinafter called "**member**," at its  
**White Salmon** **Washington**.

White Salmon

Branch Office in **White Salmon**

### References

WITNESSETH:

WITNESSETH:  
The undersigned hereby mortgages to the mortgagee, its successors and assigns, the following described real property, situated in the County of \_\_\_\_\_ State of Washington, to-wit:

**Klicki Cat**

A tract of land located in the N.  $\frac{1}{2}$  of the N. W.  $\frac{1}{4}$  of Section 2, T. 3 N., R. 10 E.,  
W. 1., Skamania County, Washington; being described as follows: Beginning at an iron rod  
which is 2° 08' E., 175 feet; thence S. 88° 57' W. 155 feet from the N.  $\frac{1}{2}$  corner of Section  
2, T. 3 N., R. 10 E., W. 1.; thence S. 31° 16' 10" E. 22.03 feet to the Northwest corner  
right of way line of the Lakeside (County Road); thence along said right of way line which  
is 12 feet wide measured at right angles from the main line of said road) S. 28° 12' W. 62

[illegible]

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.

[illegible]

(1) I never warrant the title to all of the foregoing property, including the rents, issues and profits thereof, to be and remain clear and clear of all claims, liens and encumbrances other than this mortgage, and will create and deliver, at any necessary time, any and all instruments, including but not limited to, assignments, releases, and renewals of

(4) Fully pay the principal and interest of each ruble in 100 according to the results of the monetary reform, and extend the term of the loan.

(3) Pay and discharge at the same or lower rate and priority as used in the discharge of all tax, as compared to the rate of or other charges of whatever kind and character, whether or not comparable to those taxes and charges, which are or may hereafter be levied or assessed against or which may be secured against the property of the taxpayer, and any thing to the contrary of the foregoing notwithstanding.

[illegible]

(4) Maintain, protect and keep all of the mortgaged property in the best possible condition and repair, and to defend, hold harmless and indemnify the mortgagee from and against all claims, damages, losses and expenses, including reasonable attorney's fees, which may be incurred by the mortgagee in connection with the defense of such claims, damages, losses and expenses, and to pay the mortgagee the full amount of such claims, damages, losses and expenses, including reasonable attorney's fees, as they may be incurred by the mortgagee.

(6) NOT, WITHOUT THE MORTGAGEE'S WRITTEN CONSENT, FIRST HAD AND RECEIVED MAY PAY ANY SALE, CONFISCANCE OR OTHER TRANSFER OF THE MORTGAGED PROPERTY, INCLUDING AN EJECTMENT OF THE CLOSING, OF SUCH TRANSFER OF THIS MORTGAGE SHALL BE FULLY PAID; PROVIDED, HOWEVER, THE PASSING OF THE MORTGAGED PROPERTY BY WILL OF DECEASED AND DISTRIBUTION SHALL NOT BE DEEMED A PROHIBITED TRANSFER HEREUNDER.

[illegible][illegible]

In the event of default in the payment of said principal or interest, not later than 30 days after the occurrence of a default, the lender, at its option, may immediately foreclose and sell the property, and the proceeds of such sale shall be applied to the payment of the principal and interest due on the mortgage, and the balance of the proceeds shall be paid to the mortgagor. The lender shall not be bound to account for the proceeds of such sale to the mortgagor, and the mortgagor shall not be entitled to a refund of the proceeds of such sale. The lender shall not be bound to account for the proceeds of such sale to the mortgagor, and the mortgagor shall not be entitled to a refund of the proceeds of such sale.

[illegible]

In the event of any suit or other proceeding by the creditors and mortgagees and/or forced heirs of this mortgage, in which the mortgagee shall appear to establish or protect the lien hereof, the mortgagee agrees to pay to the obligor a reasonable attorney's fee together with the cost of search and report on the public records, to the extent all of which same shall be secured hereof.

to establish or protect the interest of the mortgagee in the property, the mortgagee shall be entitled to exercise the same with respect to the same or any other details or details which may at any time exist.

If any term, provision or condition of this mortgage shall be found to be unlawful or unenforceable, the same 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. Whosoever herein shall take the singular or plural number, in the number of parties hereto, shall require, and if there is more than one name as mortgagor, their obligations hereunder shall be joint and several.

There is a lot of evidence of this in the

The within decennial movement program is not one of primarily, or even agricultural or farming purposes.

IN WITNESS WHEREOF, the person(s) designated as mortgagor have set hand and seal hereto, this day and year first above written.

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

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CONT: then, more or less, to the (P. C.) of a 154.56 foot radius curve to the left; thence along said curve 73.1 feet (the chord of which bears S. 13° 43' W. 77.3 feet); thence parallel with said curve 73.1 feet (the chord of which bears S. 28° 57' W. 788.32 feet; thence parallel with the North line of said Sec. 2, N. 2° 08' W. 230 feet to a point which is S. 2° 08' W. 230 feet of said Sec. 2, N. 2° 08' W. 230 feet of said Sec. 2; thence

