



STATE OF WASHINGTON
County of **Klickitat**

NOTARIAL ACTS - FILINGMENT

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1937
THE
WILHELM WILHELM

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Werner Ostermann And Martin J.

to the Bureau of Land Management, or any other appropriate agency, for the purpose of surveying, mapping, and recording boundaries and areas of land and water resources. This and Enclosed Instrument and addendum hereto
is made by **the** **WYOMING WILDERNESS** **his** **agent** **in the capacity** **as** **the** **person** **so** **described** **and** **for** **the** **purpose** **of** **the** **use** **of** **the** **land** **so** **described** **as** **set** **forth** **in** **the** **Instrument** **so** **described**.

White Salmon

•第1章 基本概念

NON-ANALOGUE ACKNOWLEDGEMENT

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¹⁰ See also the discussion of the "new" in the introduction.

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of the money raised, that all funds for station and lighting instrumental, and other expenses will be turned over to the First and Twelfth, 1st and 2nd, and 3rd and 4th Companies, & that the said Companies will be responsible for the same.

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REAL ESTATE MORTGAGE

Editor has received no compensation



THE NATIONAL BANK OF COMMERCE of NEW YORK

第六節 教學評量的評定標準

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SEARCHED	INDEXED	FILED
SERIALIZED	FILED	
RECORDED		
CLERKAPRED		
MAILED		

* * *

WASH. STATE OF
COUNTY OF SISKIYOU

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF RECORD, FILED BY
C. J. McLean
OF Siskiyou County,
AT 3:45 P.M. OF 13-17-2
WAS RECEIVED IN BOOK 19
ON 2013 AT PAGE 85
RECORDS OF SISKIYOU COUNTY, WASH.
C. J. McLean
COUNTY CLERK

The executors hereby mortgages to the mortgagor, his successors and assigns, the following described real property located in the County of Skagit, State of Washington, to-wit:

A tract of land located in the N. 1/4 of the N. W. 1/4 of Section 2, T. 2 N., R. 10 E., W. N., Skagit 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. E. corner of Section 2, T. 2 N., R. 10 E., W. N.; thence S. 31° 16' 10" E. 22.03 feet to the Northwesterly right of way line of the Lakeview (County Road); thence along said right of way line which is 2° 08' E., 175 feet measured at right angles from the centerline of said road; thence along said right of way line to the point where the same intersects the Northwesterly right of way line of the State Highway 202, which is 2° 08' E., 175 feet measured at right angles from the centerline of said highway; thence along said right of way line, roads, paths and paths of access or by any other direction, and all and singular the buildings, improvements and appurtenances thereto, houses, outbuildings, trees, vines and posts, personalty accrued or to come to the mortgagor, which are now or may hereafter be in any way attached to or part of said real property or any improvement thereon, including but without limiting the generality of the foregoing, all plumbing, heating, lighting, incinerating, refrigerating, air cooling, air conditioning, elevator and lifting fixtures and equipment, all engines, pipes, ducts, tanks, reservoirs, tanks, ventilators, motors, condensers, antennas, panels and reflectors, units of batteries, telephones, refrigerators and all apparatus and fixtures, now existing or hereafter to be installed, and all renewals, replacements, betterments and related items made with respect to any and all of the foregoing, all of which and events shall be deemed to constitute a part of Twenty Thousand and No/10

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 delivered as security for the payment by the mortgagor to the mortgagee of such addition of sums of money as may hereafter be loaned or advanced by the mortgagor to or for the amount of mortgage, including any renewals or extensions thereof, being provided, however, that the unpaid principal balance of all loans or advances made by the mortgagor to or for the account of mortgagee which are to be secured hereby shall not at any one time exceed the principal amount set forth above and interest, regardless of any excess which may at any time or from time to time be added to the principal 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, that the limitation on the amount secured hereby shall not apply to any amounts advanced or to costs or fees incurred by mortgagee in connection with the breach of or default of any term, condition, covenant or condition of this mortgage.

The mortgagor covenants and agrees with the mortgagee that said mortgagor will:

(1) Properly warn of or 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 documents to the same.

(2) Promptly pay the principal and interest of said indebtedness in accordance with the terms of said promissory notes, and any renewals or extensions thereof;

(3) Pay and discharge, as the same become due and payable, and prior to delinquency, 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 be levied or assessed against or which may be required to be paid or assessed against the mortgaged property or any part thereof, upon the mortgage or the money or debt secured hereby;

(4) Maintain, preserve and keep all of the mortgaged property in good condition and repair, and not commit or permit waste thereof, and permit mortgagee's inspection thereof at any and all reasonable times;

(5) Keep the mortgaged property at all times fenced against fires (with extended coverage) and against such other hazards and perils as the mortgagee may require, to such amount under such carriers of policy, and with such insurance company or companies, as shall be required by or satisfactory to the mortgagee, cause to be attached to each such policy a form satisfactory to the mortgagee and mortgagee shall render all loss payable first to mortgagee and thereafter to the carrier; wherein and deliver each such policy to mortgagee and evidence payment in full of all premiums thereon at least ten (10) days in advance of due dates;

(6) NOT, WITHDRAW THE MORTGAGEE'S WRITTEN CONSENT FIRST HAD AND RECEIVED, MAKE ANY SALE, CONVEYANCE OR OTHER LEASING 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 DESCENT AND DISTRIBUTION SHALL NOT BE DEEMED A PROHIBITED TRANSFER HEREUNDER.

In the event of a breach of any of the aforesaid agreements or covenants and in addition to all other rights and remedies hereunder or by law provided, incurred in such performance shall be reimbursed to mortgagee by the mortgagor on demand, with interest at the highest rate permitted by law from the date of such payment, and, and shall be accrued to this in arrears. The result of the last official closing of any transaction, conflict, or other person to whom a mortgagee makes any such payment or shall be and forever be evidenced as between mortgagor and mortgagee of the propriety of such payment.

Any loss, damage, under any insurance policy, advised, and any expenses which may be incurred, recovered, or settled upon, for the taking, damaging or destroying of all or any portion of the mortgaged property, as aforesaid, or the maintenance or repair, toward payment of the indebtedness and other expenses of such damage, shall be and forever be evidenced as between mortgagor and mortgagee of the propriety of such payment, nor for the insurance carrier advised, nor for a contractor or supplier giving the name of the person by whom it was performed.

In the event of default in the payment of said indebtedness or fails to pay, in arrears of any of the covenants, warranties or agreements contained herein, then in any such case the entire indebtedness hereunder secured by reason of the mortgagee become immediately due and payable, without notice, and this mortgagee may be compelled in any court of law of this state to sue for the same, and a judgment may be taken by the mortgagee for all sums secured hereby which are not recovered by the mortgagor, and judgment shall be taken by the mortgagee to collect the same, and the same may be collected by the mortgagee, or wherein mortgagee shall appear in behalf of the mortgagor, the mortgagee attorney to practice in a responsible attorney, fee, together with the cost of travel and report.

All rights and remedies of mortgagee shall be cumulative and none shall be deemed to have been exhausted by the exercise thereof. No failure or omission on the part of the mortgagee to exercise any such right or remedy upon default shall be deemed a waiver of the right to subsequently exercise the same with respect to the same or any other default or deficiency which may at any time exist.

If any term, provision or condition of this mortgage shall be found invalid in law or otherwise, 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 run to the benefit of mortgagee, as successor and assignee, so long as he or she shall be living, and his or her estate shall be joint and several.

Interest is of the essence of this mortgagor.

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

IN WITNESS WHEREOF, the persons so designated as mortgagor have set hand and seal hereunto the day and year first above written.

DONALD W. OSTERMAN
DONALD W. OSTERMAN COPY

CONT'D:
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, R. 2° 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, R. 2° 08' W. 300 feet; thence S. 2° 08' E. 100 feet; hence N. 88° 57' E. 520.32 feet to the point of beginning.
Contains 7.06 acres more or less.

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SIGNED *Donald W. Osterman*

Warren Osterman

SIGNED *Marie J. Osterman*



STATE OF WASHINGTON
County of Klickitat

NOTARIAL ACKNOWLEDGMENT

On this _____ day of
_____,

19 claims he personally appeared Werner Ostermann And Marie J.

To me known to be the individual described in and who executed the within and foregoing instrument and acknowledged
to me that STATE signed and sealed the same as his true and voluntary act and deed for the uses and purposes, and in the capacity (set) therein mentioned,
IN WITNESS WHEREOF I have hereunto set my hand and affixed my Great Seal of the State and seal of this above written.
(Great Seal)

Yours, Publican and for the State of Washington,
White Salmon

STATE OF WASHINGTON
County of

NOTARIAL ACKNOWLEDGMENT

On this _____ day of

19 before his personality attained

is known to be the
of the corporation that exercised the within and foregoing instrument, and acknowledged said instrument to be
the true and genuine signature of such corporation, and on behalf of such corporation,
and

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

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

REAL ESTATE MORTGAGE

(Washington Form)

Filed for Record at Request of



THE NATIONAL BANK of COMMERCIAL of Seattle Branch Office

P.O. BOX OF: 871327

CITY, STATE, ZIP CODE

SEARCHED INDEXED SERIALIZED FILED
INDIRECT INDEXED DIRECTED
RECORDED COMPARED
MAILED

THE SPACE RESERVED FOR RECORDER'S USE:
COUNTY OF SISKIYOU
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
C. J. Schreiber
OR Steinbeck, Jr.
AT 9:45 M 06 13 1972
WAS RECORDED IN BOX # 19
ON 5257 AT PAGE 593
RECORDS OF SISKIYOU COUNTY, WASH.
C. J. Taylor
COUNTY AUDITOR
E. L. Land

THIS MORTGAGE, made this 18th. day of September
Norman Ostermann And Maria J. Ostermann, Husband and Wife

White Salmon, Wash., County of **Klickitat**, State of Washington, hereinafter called "mortgagor" and
THE NATIONAL BANK OF COMMERCE OF SEATTLE, a national banking association, hereinafter called "mortgagee" at its
White Salmon Branch Office in **White Salmon**, Washington.

WITNESSED

The most rigorously mortgages to the mortgagee, its successors and assigns, the following described real property, situated in the County of

This amount is given and intended as security for the payment of the principal sum of **TWENTY THOUSAND DOLLARS** (\$20,000.00)

together with interest thereon in accordance with the terms of a certain promissory note of even date herewith, shall now be
paid over to the trustee, or his order, and any renewals or extensions thereof.

This mortgage is also given and intended as security for the payment on the mortgagor to the mortgagor of such as the amount of principal, after he has been advised by the mortgagor to or for the amount of mortgage, including any renewals or extensions thereof, it being provided, however, that the unpaid principal balance of all loans or advances made by the mortgagor to or for the account of the 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 created from said mortgage by the mortgagor, paid, due, etc., that nothing herein contained shall be construed as obligating or shall obligate the mortgagor to make any such further loans or advances and provided, further, the limitation on the amount secured hereby shall not apply to any renewals, advances, extensions or increases in connection with the breach or default of any term, warranty, covenant or condition of this mortgage.

The mortgagor certifies and agrees with the mortgagee that all covenants will be honored, kept and observed by him.

...I have given warrant the title to all the unencumbered part of my
charters, leases and encumbrances other than this mortgage, and will
further warrant the same to the said John H. Jones, his heirs and
successors, and to his assigns, and to the said John H. Jones, his
heirs and successors, and to his assigns, and to the said John H. Jones,
his heirs and successors, and to his assigns.

(d) Every party to the principal and interest of each indebtedness it incurs in its business or in the course of its trade, shall be liable to the other changes of which

(3) Paid discharge, at the same time, into any ditch, canal, stream, or body of water, or into any land or ground, or into any building, vessel, or receptacle, or into any vessel or receptacle which is not or may have been used as a vessel or receptacle for the conveyance, holding, or depositing of solid waste therefrom; and permit more

4.1 Maintain, preserve and keep it in the original form in the possession of the mortgagee.

(7) Keep the mortgaged property at all times ready for inspection by the lender or his authorized representative, and respond to such examinations under such conditions of policy as the lender may require; and if any mortgagee claim is attached to such policy in favor of the lender, the foregoing warrant makes claimant all his possible right to mortgage or interest shall appear, sign and deliver each such policy to the lender, and pay thereon full value, within ten (10) days of advance of due date.

In the event of a breach of any of the above-mentioned agreements or covenants, in addition to all other rights and remedies available to the lessor, the lessor may terminate the lease and require the lessee to immediately vacate the premises and all fixtures and the expenses of removal of such fixtures and all contents of the premises, and the lessor may sue for damages resulting from the breach and the expense of removing the fixtures and contents of the premises and the cost of finding another tenant for the premises. The lessor may also sue for the amount of any unpaid rent and any other amounts due by the lessee under the lease.

Any law passed by Congress or the President of the United States, or any executive order, regulation, or rule issued by the Secretary of State, shall be binding upon all members of the Association.

In the event of default by the mortgagor in the payment of said principal or interest, or any other amounts, warranties or agreements contained herein, there is no notice required. The mail address herein referred to is the address of the mortgagor as last set forth immediately above and payable, without notice, to any court of competent jurisdiction, whose judgment may be taken by the mortgagor for all sums secured hereby which are otherwise due by the mortgagor, including costs and expenses.

As long as their said to be retained under the terms of this contract, the mortgagor will not receive dividends from the Bank on his or her shares of the same in trust for the purpose of making all principal and interest payments on the mortgage, or on any part thereof. It is such payment of dividends that gives the right to the mortgagee to accelerate the payment of the principal amount of the mortgage without notice or demand, and in its own name to collect directly or by agent, through a trustee, or otherwise, the rights and interests of the mortgagor in the said real estate, issues and profits and the like, held by him or her in trust for the benefit of the Bank.

In the event of any default by the mortgagor, and notwithstanding the foreclosure of the mortgage, in voluntary bankruptcy, or otherwise, the Lender shall be entitled to establish or protect his lien hereunder, the mortgagee agrees to pay to [REDACTED], a reasonable attorney's fee together with the cost of search and recording.

All rights and remedies of the mortgagee to exercise such right or remedy upon default shall be deemed exhausted by the exercise thereof. No further or additional action or proceedings shall be deemed exhausted by the exercise thereof. No further or additional action or proceedings shall be deemed exhausted by the exercise thereof.

If any term provision or condition of this mortgage shall be finally adjudged to be unlawful or unenforceable, the same shall be declared stricken from the instrument and the balance of the instrument 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 his successors and assigns. We, the undersigned shall take the singular or plural number as the number of parties hereto shall require and if there is more than one party, all shall be bound as a several.

Time is of the essence of this mortgage. This instrument is intended for agricultural or funding purposes.

The weather does affect planting and progress, but not one of principally the agricultural or horticultural processes can be said to have been delayed by the bad weather.

cont'd:
said, more or less, to the (P. C.) of a 134.6 foot radius curve to the left; thence along said curve 75.1 feet (the chord of which bears S. 13° 43' W. 77.3 feet); thence parallel with the North line of said Sec. 2, S. 26° 57' W. 700.32 feet; thence parallel with the

