

75541

MORTGAGE

BOOK 50 PAGE 102

The Mortgagors, Wally Massie, and Gayle Massie, husband and wife,
of Stevenson, Washington

Hereby mortgage to Clarke County Savings and Loan Association, a Washington corporation, the following described real property situated in Clark County, State of Washington, to-wit:

Skamania
That portion of Lot B of STEVENSON PARK ADDITION according to the official plat thereof, on file and of record in the office of the Auditor of Skamania County, Washington, described as follows:

Beginning at a point 500 feet south of the northwest corner of the Henry Shepard D. L. C.; thence south $74^{\circ} 52'$ east 95.5 feet to the initial point of the tract hereby described; thence south $11^{\circ} 25'$ east 155.6 feet; thence north $85^{\circ} 30'$ east 55 feet; thence north $13^{\circ} 05'$ west 140.2 feet; thence north $76^{\circ} 30'$ west 55 feet to the initial point.

and all interest or estate therein that the mortgagors may hereafter acquire, together with the appurtenances and all awnings, window shades, screens, mantles, and all plumbing, lighting, heating, cooling, ventilating, elevating and watering apparatus, furnace and heating systems, water heaters, burners, fuel storage bins and tanks and irrigation systems and all built-in mirrors, ovens, cooking ranges, refrigerators, dishwashers and cupboards and cabinets, and all trees, gardens and shrubbery, and other like things and matters, and other fixtures whether now or hereafter belonging to or used in the enjoyment of said property, all of which shall be construed as a part of the realty. The within described mortgaged property is not used principally for agricultural or farming purposes.

All to secure the payment of the sum of **FOUR THOUSAND AND NO/100**

4,000.00 Dollars

with interest thereon, and payable in monthly installments of \$ 50.70 each, beginning on the 15th day of January 1973, and payable in the 10th day of each month thereafter, according to the terms, and conditions of one certain promissory note bearing date therewith.

The Mortgagors shall mortgage in full and exact as security for any and all other advances which may hereafter be made by the Mortgagor to the Mortgagors all buildings, real estate, fixtures, personal property and exact as security for any debt now owned or hereafter to become owing by the Mortgagor to the Mortgagors.

The Mortgagors hereby jointly and severally promise that they will pay all taxes, assessments, and agree with the Mortgagor as follows:

That the Mortgagors have a valid, uninsured title to the property, and will warrant and forever defend the same against the lawful claims and demands of all persons whatsoever.

That the Mortgagors will during the continuance of this mortgage, permit no waste or damage to the mortgaged premises and will keep the buildings and all improvements on said property in good state of repair.

That the Mortgagors will pay and provide all note according to its terms. Should the Mortgagor fail to pay any installment of principal or interest provided for in said note, or any sum due under this mortgage, or breach of any covenant or agreement herein contained, then the entire debt secured by this mortgage shall, at the election of the Mortgagor, become immediately due and payable. Should the Mortgagor fail to pay any sum which they are required to pay, the Mortgagor may, without notice of any remedy hereunder for such breach, make full or partial payment thereof, and the amount so paid with interest thereon at 10% per annum shall become immediately payable to the Mortgagor, and shall be secured by this mortgage. Any payments made by the Mortgagors upon the indebtedness secured by this mortgage may be applied as the Mortgagor may elect either upon the amount which may be due upon said promissory note or upon any amount which may be due under the provisions of this mortgage.

That the Mortgagors will keep all buildings thereon conspicuously insured against loss or damage by fire and such other hazards as the Mortgagors may specify to the extent of the amount due hereunder, in some responsible insurance company or companies satisfactory to the Mortgagor and for the protection of the latter, and that the Mortgagors will cause all insurance policies to be suitably endorsed and delivered to the Mortgagor, together with receipts showing payment of all premiums due with the Mortgagor to name the company or companies and the agents thereof by which the insurance shall be written, and to refuse acceptance of any policy offered, and to surrender and cause to be cancelled any policy which may be received or accepted and to place the insurance or cause the policies to be written, all at the cost, charge and expense of the Mortgagor; but in no event shall the Mortgagor be held responsible for failure to have any insurance written or for any loss or damage growing out of a defect in any policy, or growing out of the failure of any insurance company to pay for any loss or damage insured against. That the Mortgagor is authorized to compromise and settle any claims for insurance, and to receipt therefor on behalf both of the Mortgagors and their assigns and the Mortgagor.



That the Mortgagors will pay all taxes, assessments, and other governmental levies, now or hereinafter assessed against the mortgaged premises, or imposed upon this mortgage or the note secured hereby, as soon as the same become due and payable, and shall immediately pay and discharge any lien having precedence over this mortgage. And to assure prompt payment the Mortgagors agree to pay to the Mortgagor monthly budget payments estimated by the Mortgagor to equal one-twelfth of the annual insurance premiums, taxes, assessments, and other governmental levies, which are or may be some due upon the mortgaged premises, or upon this mortgage or the note secured hereby, the amount of such payments to be adjusted from time to time as conditions may require. The budget payments so accumulated may be applied by the Mortgagor to the payment of such taxes, assessments, or levies, in the amounts shown by the official statements thereof, and to the payment of insurance premiums in the amount actually paid or incurred therefor. And such budget payments are hereby pledged to the Mortgagor as collateral security for full performance of this mortgage and the note secured hereby and the Mortgagor may, at any time, without notice, apply said budget payments upon any sums delinquent upon said note or under the terms of this mortgage.

In any action brought to foreclose this mortgage or to protect the lien hereof, the Mortgagor shall be entitled to recover from the Mortgagor a reasonable attorney fee to be allowed by the court, and the reasonable cost of searching the records and obtaining abstracts of title or title reports for use in said action, and said sums shall be secured by this mortgage. In such foreclosure action a deficiency judgment may be entered in favor of the Mortgagor, and a receiver may be appointed at the Mortgagor's request to collect the rents, issues and profits from the mortgaged premises.

And it is further covenanted and agreed that the owner and holder of this mortgage and of the promissory note secured hereby shall have the right, without notice, to grant to any person liable for said mortgage indebtedness, any extension of time for payment of all or any part thereof, without in any way affecting the personal liability of any party obligated to pay such indebtedness.

Wherever the terms "mortgagors" occur herein it shall mean "mortgagor" when only one person executed this document,
and the liability hereunder shall be joint and several.

Dated at Olympia, Washington November 21
Stevenson

A.P. 1872

Mail Merge

卷之三

Gaylin Management

STATE OF WASHINGTON,

On this day I witnessed before me Wally Massie and C. L. Massie, husband and wife.

to me known to be the individual s. described in and who executed the within and foregoing instrument, and acknow'edge
the same to be his true and voluntary act and deed, for the uses and purposes therein mentioned.

Sixty-fourth Number 1972

10

Notary Public in and for the State of **Y**
residing at **CANADA**, therein.

五
七

MORTGAGE

616

WILLY PASSIE
and
PETER
WILHELM

10

CLARENCE COUNTY SAVINGS AND
LOAN ASSOCIATION
CRAIG, COLORADO