

750.05

## MORTGAGE

To: Mortgagors: Eldon L. Heller and J. Colleen Heller, husband and wife

Massachusetts, Washington

Herby mortgage to Clarke County Savings and Loan Association, a Washington corporation, the following described real property situated in ~~X~~ **XX** County, State of Washington, to wit:  
~~Skookum~~  
Skookum

A tract of land located in Lot 50 of WASHOUGAL RIVERSIDE TRACTS according to the official plat thereof on file and of record at page 56 of Book A of Plats, Records of Skamania County, Washington, described as follows:

Beginning at the southeasterly corner of the said Lot 50, said point being common with the southwesterly corner of Lot 49; Washougal Riverside Tracts aforesaid; thence along the easterly line of the said Lot 50 northwesterly 148 feet; thence parallel to the northerly line of the said Lot 50 south westerly 110 feet; thence parallel to the southerly line of the said Lot 50 southwesterly 250 feet, more or less, to the southerly line of the said Lot 50; thence along said southerly line northerly to the point of beginning; EXCEPT the easterly 10 feet thereto.

SUBJECT: TOS

An easement and water right and an agreement for the joint use of an existing well dated December 31, 1971, executed by Eldon D. Heller and J. Colleen Heller, husband and wife, and General Telephone Company of the Northwest, Inc., a corporation; recorded March 24, 1972, at page 916 of Book 53 of Deeds, under Auditor's File No. 74568, in County of Skamania, Washington.

and all interest or estate there-in that the participants hold, now or hereafter acquire, together with the appurtenances and all awnings, window shades, screens, curtains, and all plumbing, lighting, heating, cooling, ventilating, elevating and supporting apparatus, furnace and heating systems, water heating tanks, built-in storage bins and tanks and irrigation tanks and all buildings thereon, ovens, cooking ranges, refrigerators, dishwashers, heat exchangers and radiators, and all trees, shrubs and shrubbery, and other things and matters, and other fixtures, whether now or hereafter becoming to or used in the improvement of said property, all of which shall be construed as a part of the realty, the which described untagged property is sold for the principles of agricultural or farming purposes.

All to secure the payment of the sum of THIRTY-ONE THOUSAND DOLLARS AND NO/100 DOLLARS.

with interest accrued, and payable at monthly installments of \$ 155.13, commencing beginning on the 10th day of April, 1973, and the principal to be paid off in full thereafter, according to the following schedule:

This mortgage shall constitute in law written and new, and all other whereto whereto may hereafter be added by the Mortgagor to the Mortgagor, and all monies or sums so added or to be added to the debt now owing, or hereafter to be owing, by the Mortgagor to the Mortgagor.

For more information about the National Research Center for Environmental Exposure and Health, visit [www.niehs.nih.gov](http://www.niehs.nih.gov).

I do. It feels right to stand on these premises, and to stand and forever defend the principles of our country.

Based on the findings of the study, it is recommended that the government should take the following measures to improve the quality of life of the elderly:

In case the Mortgagor fails to, and continues to, make payment when due according to the terms she or he did the Mortgagor fail to pay any installments, or, if there are sufficient principal for so paid note, or any sum due under the mortgage or breach of any covenant or agreement contained in the instrument, then the entire debt secured by this mortgage shall at the option of the Mortgagor, become immediately due and payable, and the Mortgagor fail to pay any sum which they are required to pay, the Mortgagor may, without notice or demand, and without cause, cancel the mortgage or any part thereof, make the full or partial payment thereof and the amount so paid with interest thereon, and the sum so paid shall become immediately payable to the Mortgagor and shall be secured by this mortgage and shall be subject to the same rights and remedies as the original debt secured by this mortgage may be applied to the same, and the Mortgagor may exercise all the rights and remedies available to him or her under the laws of the Commonwealth of Massachusetts.

That the Mortgagors will pay all taxes, assessments, and other governmental levies, now or hereafter 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 become 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 Mortgagors 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 on this mortgage or to protect the lien hereof, the Mortgagor shall be entitled to recover from the Mortgagors 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 instrument, and the liability hereunder shall be joint and several.

Dated at Camas, Washington December 12th

. A. D. 1972

Eldon D. Heller

J. Colleen Heller

STATE OF WASHINGTON.

County of Clark

On this day personally appeared before me ELDON D. HELLER AND J. COLEEN HELLER, husband and wife to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal - 12th day of December, 1972 . A. D.

Notary Public in and for the State of Washington  
residing at Camas, therein.

75618

MORTGAGE

Loan No. 5111

FROM  
ELDON G. HELLER  
AND  
J. COLEEN HELLER

TO

CLARK COUNTY SAVINGS AND  
LOAN ASSOCIATION  
Camas, Washington

Mail To:  
Clark County Savings & Loan  
Association  
Camas, Washington