

76038

THIS MORTGAGE, Made this 1st day of May, 1973,
by J. Larry Rosander and Doris Rosander, husband and wife,
to Portland Federal Employees' Credit Union, an Oregon corporation,
hereinafter called the mortgagor,
a corporation, hereinafter called the mortgagee,

WITNESSETH, That the mortgagor, in consideration of four thousand five hundred
eighty NO/100 Dollars, to him paid by the mortgagee, hereby does
grant, bargain, sell and convey unto said mortgagee, its successors and assigns, that certain real property situ-
ated in Skamania County, State of Oregon, bounded and described as follows, to-wit:

A tract of land in the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of
Section 26, Township 3 North, Range 8 E.W.M., more particularly described as
follows:

Beginning at the center of the said Section 26; thence north along the center
line running north and south through the said Section 26 with an assumed bear-
ing of due north a distance of 220.5 feet; thence north $76^{\circ} 47'$ east 487.3 feet;
thence north $56^{\circ} 42'$ east 178.5 feet; thence north $63^{\circ} 37'$ east 469.8 feet; thence
south $50^{\circ} 03'$ east 116.3 feet; thence south $00^{\circ} 03'$ east 375.9 feet; thence south
 $00^{\circ} 04'$ west 151.5 feet, more or less, to intersection with the center line
running east and west through the said Section 26; thence west along the said
center line 1,130 feet to the point of beginning.

EXCEPT public roads.

SUBJECT to an easement and right of way for a private road 30 feet in width
along the west line of the real estate under search as disclosed by deed dated
May 20, 1959, and recorded May 20, 1959, at page 112 of Book 46 of Deeds, under
Auditor's File Number 55336 Records of Skamania County, Washington. Also known
as Rt 1 Box 108-A, Stevenson, Washington.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or
in anywise appertaining, and which hereafter may belong or appertain thereto, and the rents, issues and profits
therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or placed
thereon at any time during the term of this mortgage.

TO HAVE AND TO HOLD the same with the appurtenances unto the said mortgagee, its successors
and assigns forever.

This mortgage is intended to secure the payment of one or more promissory notes, in words and figures
substantially as follows:

\$ 4580.00

Portland, Oregon May 1, 19 73

For value received, I promise to pay to Portland Federal Employees' Credit Union, or order
Four thousand five hundred eighty NO/100 DOLLARS,
in lawful money of the United States of America, of the present standard value, with interest thereon
in like lawful money at the rate of 10% per cent per month on the unpaid bal-
ance from date until paid, payable in 120 monthly installments of not less than \$ 60.58
in any one payment, including interest due on this note at the time of payment of each installment. The
first payment to be made on the 1st day of June 19 73, and a like payment on
the 1st day of each month thereafter, until the whole sum, principal and interest, has been
paid. If any of said installments is not so paid, the whole of said principal sum and interest shall be-
come immediately due and collectible. And in case suit or action is instituted to collect this note, or
any portion thereof, I promise to pay such additional sum as the Court may adjudge reasonable as
attorney's fees in said suit or action. I also pledge all shares now owned or which may be secured by
me in the future to the payment of this note.

Collateral:

See (c)

First Mortgage on Real Estate

J. Larry Rosander (Signed)
Signature of borrower

Doris Rosander (Signed)
Signature of borrower's spouse

The mortgagor warrants that the proceeds of the loan represented by the above described note and this
mortgage are:

- (a)* primarily for mortgagor's personal, family, household or agricultural purposes (see Important No-
tice below),
(b) ~~for an organization or (even if mortgagor is a natural person) are for business or commercial pur-
poses other than agricultural purposes.~~

And said mortgagor covenants to and with the mortgagee, its successors and assigns, that he is lawfully seized in fee simple
of said premises and was a valid, unencumbered title thereto

that he will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, on (his mortgage or the note above described, when due and payable and before the same may become delinquent; that he will promptly pay and satisfy all all liens or encumbrances that may or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on, or which may be hereafter erected on the premises, insured in favor of the mortgagee against loss or damage by fire, with extended coverage, in the sum of not less than \$ _____ in a company or companies acceptable to the mortgagee, and will have all policies of insurance on said property made payable to the mortgagee as its interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as written; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises or of said buildings and improvements. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained, and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note, it being agreed that a failure to perform any covenant herein, or if proceedings of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note and on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any tax, charge, lien, encumbrance or insurance premium as above provided, the mortgagee at its option may do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note, without waiver, however, of any right arising to the mortgagee for breach of covenant, and this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all costs and disbursements allowed by law and such sum as the court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein, mortgagor further promises to pay such sums as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, together with the reasonable costs incurred by the mortgagee for title reports and search, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall inure to the benefit of and bind the heirs, executors, administrators and assigns of said mortgagor and the successors and assigns of the mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the court, upon motion of the mortgagee, may appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage it is understood that the mortgagor may be more than one person, that the mortgagee may be more than one corporation and that more than one note may be secured hereby; therefore, the parties hereto agree that if the context and the circumstances so require, the singular shall be taken to mean and include the plural and that the masculine pronoun shall mean and include the feminine as well as husband and wife.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

L. Larry Rosander
Doris N. Rosander

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use S-N Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use S-N Form No. 1306, or equivalent.

REGISTERED	INDEXED: D.P.E.	INDEXED: E	RECORDED	COMPARED	MAILED
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MORTGAGE
to a Corporation
(FORM No. 140)

STEVENS LEE LAW PUB. CO., PORTLAND, OREG.

J. Larry Rosander and

Doris N. Rosander

TO

Portland Federal Employees

Credit Union

STATE OF OREGON,

County of Multnomah

I certify that the within instrument was received for record on the 3 day of May, 1973, at 11:00 o'clock A.M., and recorded in book 50 on page 501. Record of Mortgages of said County.

Witness my hand and seal of County affixed

[Signature]

[Signature] Title.

By *E. Mayfield* Deputy.

AFTER RECORDING RETURN TO

Portland Federal Employees CU
740 Reed Building
Portland, Oregon 97204

STATE OF OREGON,

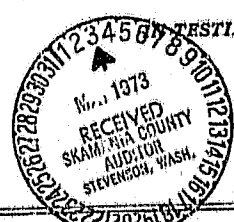
County of Multnomah

On this 1st day of May, 1973, before me, a notary public in and for said

county and state, personally appeared the within named

J. Larry Rosander and Doris N. Rosander

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.



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

Fred Larson
Notary Public for Oregon
My Commission expires May 18, 1975