76100

## MORTGAGE

The Mortgagors, STEVEN R. ARCHIBALD AND TONI R. ARCHIBALD, husband and wife and wallio A. Zaude and Phyllip Zaude. Husband and wife, washington and Gook, washington, washington and Gook, washington, located at Vancouver, hereby mortage to VANCOUVER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation, located at Vancouver, Washing A, MORTGAGEE, the following described real property situate in the County of

, to-wit: A truct of land located in the East Half of the Southeast Quarter (Et SE) of Nection 16, Township 3 North, Range 10 E. W. M., described as follows: Beginning at the southeast corner of the NE2 of the SE1 of the said Section 16, said point being marked by an iron pipe; thence north 70 feet; thence wast 330 feet; thence south 198 feet; thence east 330 feet to the east line of the said Section 16; thence north 128 feet to the point of beginning. The with a described property is not used responsibly for agricultural or , State of Washington The with a described property is not used principally for agricultural or farming purposes.

and all interest or estate therein that the mortgagors may hereafter acquire.

TOGETHER with all fixtures and atticles of personal property owned by the Mortgagors and now or at any time hereafter attached to or used in any way in the property, and any and all buildings now or hereafter exceed thereon. Such fixtures and atticles of personal property, including property, and any and all buildings now or hereafter exceted thereon. Such fixtures and atticles of personal property, including brown the such as the suc

SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100and the interest there 1 at the rate as shown in the note secured hereby, which principal sum and the interest thereon is repayable onth beginning on the first day of July 1973, day of each month thereafter, according to the terms and conditions of the aforesaid in equal monthly installments as therein set forth beginning on the first

and payable on the first promissory note bearing even date herewith.

and payable on the first day of each month thereafter, according to the terms and conditions of the aforesaid rominisory note bearing event date herewith.

The Mortgagors, for themselves and for their heirs and assigns, have covenanted and agreed, and do hereby covenant and agree to and with the said Mortgage, its successors or assigns, as fulle vs. They have a valid and unemcumbered title in fee simple to said premises; they have the right to mortgage the same; they will not suffer or permit said suffer waste; they will experiment will be removed or demonstrate that shall have precedence over this intergage; they will not suffer or permit said and unbuilding or other improvement will be removed or demonstrate with a full have precedence over this intergage; they will not title unduring and no building or other improvement will be removed or demonstrate without the consent of the mortgage; and the taking and no building or other improvement will be removed or demonstrate without the consent of the mortgage; and the taking and no building or other improvement will be removed or demonstrate without the consent of the mortgage; that the taking and no building or other improvement will be removed or demonstrate whether the right of any junitor len holder, and they not sterrity, or of any practice that any covered the right of any junitor len holder, and they mortgage, as well as any renewal or extension thereof, shall be and improve the right of any junitor len holder, and they mortgage, as well as any renewal or extension thereof, shall be and any property but expected until said indebtedness is pain in full, and shall be remain a first and prior lien on all of said property but expressly released until said indebtedness is pain in full, and shall be remain a first and prior lien on all of said property will remain a first and prior lien on all of said property and the property and the mortgage in the limit of said notes and may be exquested by the Mortgage in any and tensant, and the unto said said and unto his s

therefor the Mortgagor and his assisting and the Mortgages, and the Mortgages, and the Mortgages of which state of Washington shall be enacted imposing or authorized. A polition of any specific tax upon mortgages or upon principal or interest of moneys or notes secured by mortgages or by virtue of which the owner of the premises above circuited shall be authorized to pay any tax upon said moneys, note or mortgages, or either of them, and deduct the amount of such tax? In any such moneys, note or mortgage, or by virtue of which any tax or assessment upon the mortgage premises shall be chargeable against the owner of said moneys, note or mortgage, or in the event the mortgage debt or the income derived therefrom becomes taxable under any law of the State of mortgage, or in the event the mortgage debt or the income derived therefrom becomes taxable under any law of the State of Mastington, then the principal sum his toy secured, with all accruad theterst thereon, at the option of the Mortgagee, at any time after the enactionent of such law, shall become due and immediately payable, whether due by lapse of time or not; provided, however, that if notwithstanding any such law, the Mortgagors may lawfully and shell pay to or for the Mortgagee, its successors and assigns, any such tax, this mortgage shall remain the same as if such law or laws had not been passed.

Parthermore, to fully protect this mortgage, the Mortgagors, together with, and in addition to, the monthly installments

Furthermore, to fully protect this mortgage, the Mortgagots, together with, and in addition to, the monthly installments

Parthermore, to fully protect this mortgage, the Mortgagots, together with, and in addition to, the monthly installments of principal and interest payable under the terms of the note secured hereby, will on the first day of each month, until said note is fully paid, pay to the Mortgage the following sums. At the election of this mortgage to the mortgage property, plus taxes and assessments are use on the described premises (all as ance covering the mortgaged property, plus taxes and assessments will become definquent, said before one month priot to the date when such permittens, taxes and assessments will become definquent, said amounts to be held by the Mortgage in trust to pay premiums, taxes and special assistments, as herein stated.

(2) All sums so paid, being the amounts due on the original note secured hereby and the turns stated in this paragraph, shall be applied by the Mortgage first to taxes, assessments, fire and other hazard insurance premiums, then interest upon its note secured hereby, and the balance in smortistion of the principal of said note. If the total of payments made "ader the provisions of this paragraphysh." If exceed the amount of the payments actually made for taxes, assessments or insurative premiums, as the case may be, such excess shall be credited by the Mortgage on subsequent payments to be malk by the Mortgagors further agree that they will pay to the Mortgage on and amounts are payments to be malk by the Mortgagors further agree that they will pay to the Mortgage and amount accessary to not sufficient to pris said terms, the Mortgagors further agree that they will pay to the Mortgage and anount accessary to make up such defaitency. Accordingly, if there should be a default made under the provisions of this mortgage resulting in the public sale of the premises covered thereby, or if the Mortgage acquired the property otherwise after default, at the time of the commencement of such procedings, or at the time the property is otherwise acquired, the balance then remaining in the t

funds accumulated under this paragraph shall be applied as a credit against the amount of the principal their principal their

Furthermore this mortgage also secures any advances which the Meangage may make to the Mortgage also secures any advances which the Meangage may make to the Mortgage successors in title or interest, for any purpose, at any listse before the release and cancellation/hercof, but at no irre-shall such successors in title or interest, for any purpose, at any listse before the release and cancellation/hercof, but at no irre-shall successors in title or interest, for any purpose, at any lists before the release and cancellation in the purpose for the summer first security of the summer description of the summer secured hereby when advanced to project Mortgagee's security or in accordance with many to further summerly coverants contained herein.

It is further mutually covenanted and agreed by and between the parties hereto, for themselves, their helps, periodic representatives, successors and assigns, that the owner and holder of this mortgage and of the promissory note occured that the shall have the right, without notice, to grant to any person liable for said mortgage indebtedness, any extension of titla fair payment of all or any party obligated to pay way affecting the personal liability of any party obligated to pay way affecting the personal liability of any party obligated to pay way. payment of a indebtedness.

indebtedness.

IT IS FURTHER EXPRESSLY AGREED That should the said Mortgagors fail to make payment of any taxes of the charges payable by them as hereinbefore agreed, or suffer said premises to 1-come subject to any lien or enumbered having precedence to this mortgage as hereinbefore provided against, the said Mortgagee may, at its option, tarke payment and the amount so paid, with interest thereon at the rate of ten per tent (10%) per annum shall be added to span become a part of the debt secured by this mortgage, without waiver, however, of any rights of said Mortgagee anting from the breach of any of said covenants. The Mortgagee may collect a monthly late charge not to exceed two cents (2%) for each one dollar (31.00) of each payment more than ten (10) days in arrears to cover the extra expense involved in handling delinquents without prejudice, howe to the Mortgagee's right to consider each such delinquency as a breach of covenant by the Mortgagot. payments; with

mortgage debt remain unpaid at time of sale, then at the option of the Mortgage, after written notice by United States Mail to the Mortgage, the rate of interest upon the indebtedness secured hereby shall, from and after the date of exercise of the option, be increased to the extent of two percent or such lesser sum as the Mortgage shall be privated said option shall never be used to establish an interest rate in excess of the maximum allowed by law and if this mortgage is assumed, Mortgage's assumption fee or insurance transfer charge shall be paid by assuming party.

While not in default, the Mortgagers was collect and early the contact the state of the stat

to establish an interest rate in excess of the maximum anowed by law and it this mortgage is assumed, anortgage's assumpsidate for insurance transfer charge shall be paid by assuming party.

While not in default, the Mortgagors may collect and enjoy the tents, issues and profits pledged hereby, the Mortgagors hereby the Mortgagors hereby, the Mortgagors hereby, the Mortgagors hereby to collect such rents, issues and profits and to expend such partion thereof as may be necessary for the maintenance and operation of said property and apply the balance, less reasonable costs of collection, upon the adobtedness hereby accured until all delinquent payments shall have been fully discharged.

In the event suit is instituted to effect such forcelosure, the said Mortgagee, its successors or assigns, may recover therein as Attorney's fees such sum as the Court may adjudge reasonable and shall pay such reasonable cost of searching records and abstracing the same as necessarily may be incurred in forcelosing this mortgage or defending the same, which sums may be included in the decree of forcelosure. Upon sale in any forcelosure proceedings the entire tract shall be sold as one parcel and the purchaser at any such sale shall be let into immediate and full possession of the above premises.

That in the event suit is instituted to effect such forcelosure, the said Mortgagee, its successors or assigns, shall as a matter of right and without regard to the sufficiency of the security or of waste or danger of misapplication of any of the properties of the Mortgagors, be entitled forthwith to have a receiver appointed of the property hereby mortgaged, and the Mortgagors hereby expressly consent to the appointment of a receiver by any court of competent jurisdiction and expressly stripulate, covenant and agree that such receiver may remain in possession and control of the mortgagor when only one person executes this humans and the highly the property and the prope

Wherever the term "mortgagors" occurs herein it shall mean "mortgagor" when only one person executes this document, and the liability hereunder shall be joint and several. . A. D. 19 73 18, Dated at Mongowaxx Washington, Washougal V Them B archibal

NCOUVER FEDERAL SAVINGS VANCOUVER FEDERAL SAVINGS ND LOAN ASSOCIATION AND LOAN ASSOCIATION incouver, Washington husband and ARCHEBALD MIGG AND VAS RECORF ED IN BOO HEALTH C. ST. FT. husband O. Box RCHIBALD, ď li 뛵

STATE OF WASHINGTON. COUNTY OF CLARK

PARTIES 530-00

On this day personally appeared before me. STEVEN R. ANCHIBALD AND YOMI R. ARCHI husband and wife, and WALDO S. ZAUGG AND PHYLLIS, ZAUGG, husband and wife to me known to be the individual B described herein and who executed the within and foregoing instrument, and acknowledged

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