REAL ESTATE MORTGAGE

THANSFER BY MORTGAGOR RESTRICTED

THIS MORTGAGE, made this

30th

day of July

, 19 73 , by and between

Earl W. Mann and Evelyn L. Mann, spouses of Sitevenson , County of Skamania , State of Washington, hereinafter
THE NATIONAL FANK OF COMMERCE OF SEATTLE, a national banking association, hereinafter called "mortgages," at its

, State of Washington, hereinafter called "mortgagor," and

White Salmon Branch Office in

White Salmon

WITNESSETH:

The mortgagor hereby mortgages to the mortgages, its successors and assigns, the following described real property, situated in the County of Skamania: State of Washington, to-wit: Lot 6 and 7, Chester Nelson Subdivision in Section 21, Township 3 N, R 8 E. W. M., according to the official plat thereof on file and of

record at page 111 of Book A of Plats, Records of Skamania County, Washington.

Tax Lot #3-8-21-B-1500

TOCETHER WITH all right, title and interest therein, now owned or hereafter acquired, all rents, issues and profits accrued or to accrue therefrom, and all and singular the telements, hereditaments and appurtenances thereunto belienging or in anywise appertaining and all flatures, apparatus and equipment 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 ment 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 ment which are now or may hereafter be in any apparatus. Ighting, incinorating, refrigerating, air conditioning, observed and littures and equipment; all engines, piper, ducts, pumps, compressors, tanks, verifilators, intering, parks and awtichboards; all built-in stoves, dishwashors, refrigerators and other appliances; all partitions, cabinets and wallbods; si d any and all renewals, replacements, betterments and substitutions made with respect to any and all of the foregoing, all of which said property shall be deemed to constitute a put of the realty. This mortgage is given and intended as security for the payment of the principal sum of SEVENTEEN THOUSAND FIVE HUNDRED and 1/100.

and no/100-

together with interest thereon in accordance with the terms of a certain promissory note of even t ate herewith, executed and delivered by the mortgagor to vavor of the mortgagee, or its order, and any renewals or extensions thereof.

This mortgage is also given and intended as security for the payment by the mortgager to the nortgager of such additional sums of money as may hit tender to learn of advanced by the mortgage to or for the account of mortgager, including any revivals or extension, thereof, it being provided, however, after be loaned or advanced by the mortgager, including any revivals or extension, thereof, it being provided, however, the upper principal balance of all leans or advances made by the mortgager to or for the new strength of mortgager which are to be secured hereby shall that the upper principal sum set forth above and interest, regardless of any excess which may at any time be owing from said mortgager to not at any non time exceed the principal sum set forth above and interest, regardless of any excess which may at any time be owing from said mortgager to not at any advances and provided, further, that nothing herein contained shall be construed as obligating or shill obligate the mortgager to make any such future leans or advances and provided, further, the limitation on the amount secured hereby shall not apply to up moneys advanced or to costs or fees incurred by mortgager in connection with the breach or default of any term, warranty, covenant or condition of this mortgage.

The mortgager covenants oud agrees with the mortgagee that said mortgager wills

(1) Forever warrant the title to all of the mortgaged property, including the rents, is an and profits thereof, to be and emain free and clear of all claims, liens and encumbrances other than this mortgage, and will execute and deliver any furth a necessary assertances of title thereto;

(2) Promptly pay the principal and interest of said indebtedness in accordance with the terms of said promasory note or notes, and any renewals or

(3) Pay and discharge, as the same become due and payable, and prior to delinquency, all taxes, assessments, water rates we other charges of what-kind and character; whether similar or dissimilar to those hereinalows specified, which are now or may hereafter be levied or as essed against or which or might become lieus upon the mottgaged property or any part thereof, or upon this mortgage or the money or debt secured tereby; extensions thereof:

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

(3) Keep the mortgaged property at all times fusured against fire (with extended coverage) and against such other hazards and perils as the mortgagee (3) Keep the mortgaged property at all times fusured against fire (with extended coverage) and against such other hazards and perils as the mortgagee as yellow to such amounts, under such form(s) of policy and with such insurance company or companies, as shall be required by or satisfactory to the mortgagee a mortgagee clause rendering all loss payable first to mortgagee causes to be attached to each such policy in form satisfactory to the mortgagee a mortgagee clause rendering all loss payable first to mortgagee and evidence payment in full of all premiums thereon at least ten (10) days in

ADVANCE OF THE GRIEF CONVEYANCE OR OTHER (8) NOT, WITHOUT THE MORTGAGEE'S WRITTEN CONSENT FIRST HAD AND BECEIVED, MAKE ANY SALE, CONVEYANCE OR OTHER TRANSFER OF THE MORTGAGED PROPERTY, UNLESS AS AN INCIDENT OF THE CLOSING OF SUCH TRANSFER THIS MORTGAGE SHALL BE FULLY PAID FROUDED, 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 aforesald agreements or covenants, and in addition to all other rights and remedies hereinder or by law provided, the mortgagee may, but shall not be obligated to, pay any sums or perform any acts necessary to remedy such breach, and all sums so paid and the expenses inchired in such performance shall be repaid by mortgager to mortgage an demand, with interest at the highest rate permitted by law from the date of such inchired in such performance shall be repaid by mortgage to mortgage and demand, with interest at the highest rate permitted by law from the date of such payment, and shall be secured by this mortgage. The receipt of the tax official assessing body, insurance company, or other person to whom mortgagee makes payment, any such payment shall be conclusive evidence as between mortgager and mortgagee of the propriety of such payment.

any such payment shall be conclusive evidence as between martgager and mortgaged of the propriety of such payment.

Any loss nayable under any insurance policy aforesald, and any moneys which may be awarded, recovered, or settled upon, for the taking, damaging or condemnation of all or any portion of the mortgaged and the applied, at the mortgaged a option, toward payment of the indebtedness and other sums secured hereby, whether due or not. The mortgages hall in no event have any reponsibility for the adequacy or sufficiency of any insurance, nor for sums secured hereby, whether due or notification with respect to, or the payment of, any premiums thereon.

In the event of default in the payment of said indebt. aness or in the event of a breach of any of the covenants, warrantles or agreements contained herein, then in mits such event the entire indebtedness hereby secured shall at the option of the mortgage even immediately due and payable, without notice, and this mortgage may be foreelossed; and in any forselosser of this mortgage and reference produced the produced by the mortgage out of foreelossers and payable without accounted hereby which are not recovered by the mortgage out of foreelossers and payable without a payment of the said the not default under the terms of this mortgage, and exceed to the extent the same are specifically assumed and riledwed by

secured hereby which are not recovered by the mortgagee out of foreclosure sale proceeds.

So long as there shall be no default under the terms of this mortgage, and except to the extent the same are specifically assigned and piledged by separate instrument providing to the contrary, the mortgager may receive directly from the obligor(s) there all rents, issues and profits of the mortgaged repeated by the same of the property. As to all moneys and other property so received, menting all be deemed to have received the same in trust for the purpose of making all payments due under, and otherwise duly and timely performing all other terms, covenants and conditions of, this mortgage. Upon any def alt in such payment or performance, or upon the occurrence of any other event which under the terms hereof confers the right to the mortgage to accelerate the payment of the performance of the property of the payment of the payment of the property of the payment of the paym

In the event of any sult or other proceeding for the recovery of said indebtedness and/or forcelosure of this mortgage, or wherein murtgagee shall appear citabilah or protect the lica hereof, the mortgagor agrees to pay to mortgagee a reasonable attorneys' fee, together—ith the cost of search and report title preliminary to forcelosure, all of which sums shall be secured hereby.

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

If any term, provision or condition of this mortgage shall be finally adjudged to be unlawful or unenforceable, the same shall be deemed stricken here-from and the belance of this mortgage shall be and remain in full force and effect.

This mortage is binding on the heirs, personal representatives, successors and ussigns of the mortagens, and shall inure to the benefit of mortagee, fits successors and assigns. Words used herein shall take the singular or plural number as the number of parties hereto shall require, and if there is more than one signer as mortageor, their obligations hereunder shall be joint and several.

Time is of the essence of this mortgage,

The within described mostgaged property is not used principally for agricultural or familing purposes. IN WITNESS WHEREOF, the person(s) designated as mortgagor have set hand and real hereto, the day and year first a)(2)

Euclyn MTG 1226 #12-70

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On this 30th day of July 18 7.3, before me personally opposed Earl, N. Mann and Evelyn I. Mann Evelyn I. Mann They Is me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged said instrument in be the free and voluntary act and deed of the uses and purposes, and in the capacity (ses) therein men in that I. N. WITNESS WHEREOF, I have hereunto set my band and affixed my official seal the day and year first above written. NOTARIAL ACKNOWLEDGMENT Competation) The work of the uses and purposes, and in the capacity (ses) therein men in the day of the day and year first above written. NOTARIAL ACKNOWLEDGMENT Competation) On this day of the competation of the free and voluntary act and deed of said computation and purposes therein mentioned, and on each stated that they were authorized to recentle said instrument and that the seal (if affixed) is the competation in WITNESS WHEREOF, I have become set my hand and saffacet my official seal the day and great first above written.						
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