

MORTGAGE

The Mortgagors, ROBERT H. HEATH AND ETHEL M. HEATH, husband and wife,
of Seattle, Washington

hereby mortgage to VANCOUVER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation, located at Vancouver,
Washington, MORTGAGEE, the following described real property situate in the County of Skamania
State of Washington to-wit:

The within described property is not used principally for agricultural or
farming purposes.

and if interest or estate there, that the mortgagors may hereafter acquire.

TOGETHER with all fixtures and articles of personal property owned by the Mortgagors and now on, at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real property, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property, including but without being limited to all screens, swings, storm windows and doors, window shades, inlaid floor covering, refrigeration, house, a, tarp's, furnaces, radiators, vaults and furnishings of every kind, and all heating, lighting, plumbing, gas, electricity, ventilating, refrigerating, air conditioning, and incinerating equipment of whatever kind and nature, elevating systems, and all built-in mirrors and cabinets and all trees, gardens and shrubbery, and also including installed ovens, dishwashers, dryers and air-conditioning systems, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and necessary to the realty and a part of the realty as between the parties hereto, their successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage, all to secure the payment of the sum of

TWENTY-FIVE THOUSAND DOLLARS AND NO/100- - - - - (\$25,000.00) Dollars

and the interest thereon, at the rate as shown in the note secured hereby, which principal sum and the interest thereon is payable in equal monthly installments of thirteen or forth beginning on the first day of April 1938

and payable in the first day of each month thereafter, according to the terms and conditions of the aforesaid note, any such being even date herewith.

The Mortgagors, as themselves and their heirs and assigns, have covenanted and agreed, and do hereby covenant and agree to and with the said Mortgagee, its successors or assigns, as follows: They have a valid and unencumbered title in fee simple in said premises; they have the right to mortgage the same; they will not suffer or permit said premises to become subject to any lien or encumbrance that shall have precedence over this mortgage; they will neither do nor suffer any building or other improvement to be removed or demolished without the consent of the mortgagee; and the taking, leasing, and vesting, in the exercise of time of payment of said indebtedness, or any part thereof, shall, at no time, relieve or exempt the Mortgagors from the payment of said indebtedness, or any part thereof, or any property that may occupy the place of a surety, nor release the right of any senior lien holder, and this mortgage, as well as any renewal or extension thereof, shall be and remain first and prior lien on all or said property, not expressly released until said indebtedness is paid in full, and shall be a security for payment of any renewal notes extending such indebtedness; they will render such further assurance of title as may be requested by the Mortgagee; that will warrant and defend said title unto said Mortgagee and unto his successors and assigns against the lawful claims and demands of all persons whomsoever; they will pay all taxes or assessments that may be levied or assessed on said premises, and all taxes that may be levied or assessed on this mortgage or on the holder of said note or on any part thereof at least thirty (30) days before they become delinquent; they will keep the buildings insured against fire, against loss by fire for their full insurable value by a fire insurance policy or policies with extended coverage during the term that the debt hereby secured, or any part thereof, shall remain unpaid. Said fire insurance to be in one or more responsible life insurance companies satisfactory to the Mortgagee; the loss or damage, if any, under such fire insurance policies to be payable to the Mortgagee; that Mortgagee will deposit with the Mortgagee all policies of fire insurance in force upon said buildings as collateral security for the payment of the indebtedness hereby secured and that they will deliver to the Mortgagee all such policies of fire insurance at least thirty (30) days before the expiration date. The Mortgagee instructs the Mortgagee to accept fire insurance policies, what is commonly known as a "homeowner's" policy which covers the property, and the Mortgagee, for that purpose, to the extent that such accumulated funds will cover and premiums. The Mortgagee understands that the Mortgagee is not obligated in any way to advance any of its own funds for purchase of any insurance, and that funds so advanced shall be charged to the Mortgagee. In case of loss and payment by an insurance company the amount of the insurance money shall be applied either on the indebtedness secured to pay it in retelling or restoring the damaged building as the Mortgagee may elect. If the Mortgagee shall at any time fail to keep said building insured, the Mortgagee, at its option, may at any time and payable the entire debt secured by this mortgage and the said Mortgagee shall thereupon have the right in case of default to effect such insurance and to pay the premium therefor, and any and all amounts so paid by the Mortgagee shall become and be a part of the debt secured by this mortgage and shall be a lien upon said premises that shall extend until the Mortgagee is relieved of its responsibility for failure to have an insurance written or for any loss or damage sustained by the Mortgagee, or growing out of the failure of any insurance company to pay for any loss or damage sustained by the Mortgagee, and that the Mortgagee is authorized to compromise and settle any claims for insurance, and to waive thereon on behalf both of the Mortgagee and his assigns and the Mortgagee.

At any time during the life of this mortgage, if any law of the State of Washington shall be enacted imposing or authorizing the imposition of, or change the tax upon, mortgages or upon principal or interest of monies or notes secured by mortgages or by virtue of which the use of the premises above described shall be authorized to pay any tax upon said monies, notes or mortgages, or either of them, and deduct the amount of such tax from any such monies, notes or mortgages, or by virtue of which any tax or assessment upon the mortgage premises shall be chargeable against the owner of said monies, notes or mortgages, or in the event the mortgage debt or the income derived therefrom becomes taxable under any law of the State of Washington then the principal sum hereby secured, with all accrued interest thereon, at the option of the Mortgagee, at any time after the enactment 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 shall 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.

Furthermore, to fully protect this mortgage, the Mortgagors, 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 day of each month, until said note is fully paid, pay to the Mortgagee the following sums: At the election of the mortgagee.

- (1) A sum equal to the premium that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the described premises (all as estimated by the Mortgagee), less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, said amounts to be held by the Mortgagee in trust to pay premiums, taxes and special assessments, as herein stated.
- (2) All sums so paid, being the amounts due on the original note secured hereby and the sums stated in this paragraph, shall be applied by the Mortgagee first to taxes, assessments, fire and other hazard insurance premiums, then interest upon the note secured hereby, and the balance in amortization of the principal of said note.

If the total of payments made under the provisions of this paragraph shall exceed the amount of the payments actually made for taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagors, or may be applied upon the principal of said note. If, however, said amounts are not sufficient to pay said taxes, the Mortgagors further agree that they will pay to the Mortgagee any amount necessary to make up such deficiency. Accordingly, if there should be a default made under the provisions of this mortgage resulting in a public sale of the premises covered thereby, or if the Mortgagee assigns the property or otherwise after default, at the time of the commencement of such proceedings, or if the time the property is otherwise acquired, the balance then remaining in the

funds accumulated under this paragraph shall be applied as a credit against the amount of the principal then remaining due under said note.

Furthermore this mortgage also secures any advances which the Mortgagee may make to the Mortgagors, or their successors in title or interest, for any purpose, at any time before the release and cancellation hereof, but at no time shall such advances together with the balance remaining due upon the original obligation exceed the sums first secured hereby, nor shall the term of this mortgage be increased, providing, however, that nothing in this paragraph contained shall be considered as covenants contained herein.

It is further mutually covenanted and agreed by and between the parties hereto, for themselves, their heirs, personal representatives, successors and assigns, that the owner and holder of this mortgage and of the promissory note secured thereby pay the right, without notice, to grant to any person liable for said mortgage indebtedness, any extension of time for indebtedness.

IT IS FURTHER EXPRESSLY AGREED That should the said Mortgagors fail to make payment of any taxes or other charges payable by them as hereinafter agreed, or suffer said premises to become subject to any lien or encumbrance having precedence to this mortgage as hereinafter provided, against the said Mortgagee may, at its option, make payment thereof and the amount so paid, with interest thereon at the rate of ten per cent (10%) per annum shall be added to and become a part of the debt secured by this mortgage, without interest, however, of any rights of said Mortgagee arising from the breach of any of said covenants. The Mortgagee may also at a monthly late charge not to exceed two cents (2c) for each payment, without prejudice, however, to the Mortgagee's right to consider each such delinquency as a breach of covenant by the Mortgagee.

In the event the security is sold either by deed in contract of sale or otherwise conveyed to any person or party, and this mortgage debt remain unpaid at time of sale, then at the option of the Mortgagee after written notice by United States Mail to the Mortgagors, 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 Mortgagee shall elect; provided, 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, Mortgagee's assumption fee or insurance transfer charge shall be paid by assuming party.

While not in default, the Mortgagors may collect and enjoy the rents, issues and profits pledged hereby, but in case of default in any payment, or any default under provisions undertaken by the Mortgagors hereby, the Mortgagee shall have the right to collect such rents, issues and profits and to expend such portion thereof as may be necessary for the maintenance and operation of said property and apply the balance, less reasonable costs of collection, upon the indebtedness hereby secured until all delinquent payments shall have been fully discharged.

In the event suit is instituted to effect such foreclosure, the said Mortgagee, its successors or assigns, may recover thereon as Attorney's fees such sum as the Court may adjudge reasonable and shall pay such reasonable cost of searching records and abating the same as necessarily may be incurred in foreclosing this mortgage or defending the same; which sums may be included in the decree of foreclosure. Upon sale in any foreclosure 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 foreclosure, 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 dilapidation of any of the property of the Mortgagors, be entitled forthwith to have a receiver appointed in all the property hereby mortgaged, and the Mortgagors hereby expressly consent to the appointment of a receiver, to whom all the property hereby mortgaged, and the stipulate, covenant and agree that such receiver may remain in possession and control of the mortgaged property until the final determination of such suit or proceeding.

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.

Dated at Vancouver, Washington, A.D. 1972

A.D. 1972



75399

PARTIES

Loan No. 500-00

MORTGAGE

From

ROBERT H. HEATH AND EVEL H.

HEATH, husband and wife

to the

VANCOUVER FEDERAL SAVINGS
AND LOAN ASSOCIATION
Vancouver, Washington

Mat to

VANCOUVER FEDERAL SAVINGS
AND LOAN ASSOCIATION
P.O. Box 133
Vancouver, Washington 98601

STATE OF WASHINGTON
COUNTY OF CLARK

RECEIVED OCT 10 1972

FILED IN CLERK'S OFFICE

BY [Signature]

AT 2:35 P.M. Oct 10 1972

50

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Self

to

to

to

STATE OF WASHINGTON,
COUNTY OF CLARK

On this day personally appeared before me, Robert H. Heath and Evel H. Heath

to me known to be the individuals described herein 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

purposes therein mentioned.

Witness my hand and official seal this

day of October

A.D. 1972

Monica S. Henningsen

The within 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 articles of personal property owned by the Mortgagors and now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real property, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property, including but without being limited to all screens, awnings, storm windows and doors, window shades, inlaid floor coverings, refrigerators, boilers, tanks, furnaces, radiators, vaults and furnishings of every kind, and all heating, lighting, plumbing, gas, electricity, ventilating, refrigerating, air conditioning, and incinerating equipment of whatever kind and nature, elevators and catering apparatus, furnace and heating systems, water heaters, burners, and fuel storage bins and tanks and irrigation systems, and all built-in mirrors and cupboards and cabinets, and all trees, gardens and shrubbery, and also including installed ovens, dishwashers, dryers and intercommunication systems, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage, all to secure the payment of the sum of

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and the interest thereon at the rate as shown in if a note secured hereby, which principal sum and the interest thereon is payable in equal monthly installments as therein set forth beginning on the **first** day of **April** 19**73** and payable on the **first** day of each month thereafter, according to the terms and conditions of the aforesaid promissory note bearing even 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 Mortgagee, its successors or assigns, as follows: They have a valid and unencumbered title in fee simple to said premises; they have the right to mortgage the same; they will not suffer or permit said premises to become subject to any lien or encumbrance that shall have precedence over this mortgage; they will neither do nor suffer waste; they will keep all buildings and improvements located upon the mortgaged premises in good condition and repair, and no building or other improvement will be removed or demolished without the consent of the mortgagee; and the taking of additional security, or the extension of time of payment of said indebtedness, or any part thereof, shall, at no time, release or impair the liability of any endorser or surety or security, or of any property that may occupy the place of a surety, nor improve the right of any junior lien holder, and this mortgage, as well as any renewal or extension thereof, shall be and remain a first and prior lien on all of said property not expressly released until said indebtedness is paid in full, and shall be security for payment of any renewal notes evidencing such indebtedness; they will render such further assurance of title as may be requested by the Mortgagee; they will warrant and defend said title unto said Mortgagee and unto his successors and assigns, against the lawful claims and demands of all persons whomsoever, they will pay all taxes or assessments that may be levied or assessed on said premises and all taxes that may be levied or assessed on this mortgage or to the holder of said note on account thereof at least thirty (30) days before they become delinquent. They will keep the buildings on said premises insured against loss by fire through their full insurable value by a fire insurance policy or policies with extended coverage during the time that the debt hereby secured, or any part thereof, shall remain unpaid. Said fire insurance to be in one or more responsible fire insurance companies satisfactory to the Mortgagee, the loss or damage, if any, under such fire insurance policies to be payable to the said Mortgagee; that Mortgagee will deposit with the Mortgagee all policies of fire insurance in force upon said buildings as collateral security for the payment of the indebtedness hereby secured and that they will deliver to the Mortgagee all renewal policies of fire insurance at least thirty (30) days before the expiration date. The Mortgagee instructs the Mortgagee to accept for insurance purposes what is commonly known as a "Homeowners" policy which covers the property above described and other risks named therein and to pay the premium therefor out of insurance premium funds accumulated with the Mortgagee for that purpose, to the extent that such accumulated funds will cover said premium. The Mortgagee understands that the Mortgagee is not obligated in any way to advance any of its own funds for purchase of any insurance, and that funds so advanced shall be charged to the Mortgagee. In case of loss and payment by any insurance company the amount of the insurance money shall be applied first to the indebtedness secured hereby or in rebuilding or restoring the damaged building as the Mortgagee may elect. If the Mortgagee shall at any time fail to keep said building insured, the Mortgagee, at its option, may declare due and payable the entire debt secured by this mortgage and the said Mortgagee shall always have the right in case of default of the Mortgagee to insure the property and to pay the premium therefor, and any and all sums so paid by the Mortgagee shall become and be a part of the debt secured by this mortgage and shall be a lien upon said premises, but in no event shall the Mortgagee be held responsible for failure to have any insurance written or for any loss damage growing out of a defect in a policy, or growing out of the failure of any insurance company to pay for any loss or damage insured against. That the Mortgagee is authorized to compromise and settle any claims for insurance, and to receipt therefor on behalf both of the Mortgagee and his assigns and the Mortgagee.

At any time during the life of this mortgage, if any law of the State of Washington shall be enacted imposing or authorizing the imposition of any specific tax upon the principal or interest of monies or notes secured by mortgages or by virtue of which the owner of the premises above described shall be authorized to pay any tax upon said money, note or mortgage, or either of them, and deduct the amount of such tax from any such monies, note or mortgage, or by virtue of which any tax or assessment upon the mortgage premium shall be chargeable against the owner of said money, note or mortgage, or in the event the mortgage debt or the income derived therefrom becomes taxable under any law of the State of Washington, then the principal sum hereby secured, with all accrued interest thereon, at the option of the Mortgagee, at any time after the enactment 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 Mortgagee may lawfully and shall 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.

Furthermore, to fully protect this mortgage, the Mortgagors, 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 Mortgagee the following sums: **At the election of the mortgagee.**

- (1) A sum equal to the premiums that will now become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the described premises (all as estimated by the Mortgagee), less all sums already paid thereon, divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, said amounts to be held by the Mortgagee in trust to pay premiums, taxes and special assessments, as herein stated.
- (2) All sums so paid, being the amounts due on the original note secured hereby and the sums stated in this paragraph, shall be applied by the Mortgagee first to taxes, assessments, fire and other hazard insurance premiums, then interest upon the note secured hereby, and the balance in satisfaction of the principal of said note.

If the total of payments made under the provisions of this paragraph shall exceed the amount of the payments actually made for taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagors, or may be applied to the principal of said note. If, however, said amounts are not sufficient to pay said debts, the Mortgagors further agree that they will pay to the Mortgagee any amount necessary to make up such deficiency. Accordingly, if there should be a default made under the provisions of this mortgage resulting in a public sale of the premises covered thereby, or if the Mortgagee acquires the property otherwise after default, at the time of the consummation of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the

Exhibit A
A tract of land in the southeast quarter of section 20, township 3 north, range 10 east of the Willamette Meridian, Skamania County, Washington; being described as follows: Commencing at the intersection of a North-South fence line with the Northerly right-of-way line of County Road Number 3011, known as the Cooks-Underwood Road (said right-of-way line being 30 feet from when measured at right angles from the centerline of said road); said point being North 00° 06' 05" East 1,151.23 feet from the Southeast corner of Section 20, Township 3 north, range 10 East of the Willamette Meridian; thence along said right-of-way line on a 870 foot radius curve right 186.77 feet (the chord of which bears South 77° 43' 09" West 186.48 feet); thence south 82° 43' 12" West 408.91 feet to the southwest corner of the proposed plat of Underwood Crest Addition and the true point of beginning of this description; thence North 0° 10' 16" East 109.14 feet; thence North 80° 30' East 187.80 feet; thence on a 20 foot radius curve right 46.85 feet (the long chord of which bears south 32° 23' 30" East 36.35 feet); thence on a 542.96 foot radius curve right 95.24 feet (the chord of which bears south 39° 42' West 95.06 feet); thence South 44° 43' West 35.44 feet; thence on a 439.26 foot radius curve left 184.00 feet (the long chord of which bears South 32° 43' West 182.65 feet); thence South 20° 43' West 60.93 feet to the true point of beginning.

...this mortgage or increased, providing, however, that nothing in this paragraph contained shall be considered as limiting the amounts that may be secured hereby when advanced to protect Mortgagee's security or in accordance with other covenants contained herein.

It is further mutually covenanted and agreed by and between the parties hereto, for themselves, their heirs, personal representatives, successors and assigns, that the owner and holder of this mortgage and of the promissory note secured thereby shall have the right, without notice, to grant to any person liable for said mortgage indebtedness, any sums on 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.

IT IS FURTHER EXPRESSLY AGREED That should the said Mortgagee fail to make payment of any taxes or other charges payable by them as herebefore agreed, or suffer said premises to become subject to any lien or encumbrance having precedence to this mortgage, as hereinbefore provided against, the said Mortgagee may, at its option, make payment thereof and the amount so paid, with interest thereon at the rate of ten per cent (10%) per annum shall be added to and become a part of the debt secured by this mortgage, without waiver, however, of any rights of said Mortgagee arising from the breach of any of said covenants. The Mortgagee may collect a monthly late charge not to exceed two cents (2c) for each payment; without prejudice, however, to the Mortgagee's right to consider each such delinquency as a breach of covenant by the Mortgagee.

In the event the security is sold either by deed or contract of sale or otherwise conveyed to any person or party, and this mortgage debt remain unpaid at time of sale, then at the option of the Mortgagee, after written notice by United States Mail to the Mortgagee, 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 lower sum as the Mortgagee shall elect; provided 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, Mortgagee's assumption fee or insurance transfer charge shall be paid by assuming party.

While not in default, the Mortgagee may collect and pay the rents, issues and profits pledged hereby, but in case of default in any payment, or any default under provisions under which the Mortgagee hereby, the Mortgagee shall have the right to collect such rents, issues and profits and to expend such portion thereof as may be necessary for the maintenance and operation of said property and apply the balance, less reasonable costs of collection, upon the indebtedness hereby secured until all delinquent payments shall have been fully discharged.

In the event suit is instituted to effect such foreclosure, 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 abstracting the same as necessarily may be incurred in foreclosing this mortgage or defending the same, which sums may be included in the decree of foreclosure. Upon sale in any foreclosure 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 foreclosure, 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 Mortgagee, be entitled forthwith to have a receiver appointed of all the property hereby mortgaged, and the Mortgagee hereby expressly consent to the appointment of a receiver by any court of competent jurisdiction and expressly stipulate, covenant and agree that such receiver may remain in possession and control of the mortgaged property until the final determination of such suit or proceeding.

Whenever the term "mortgagee" occurs herein it shall mean "mortgagee" when only one person executes this document, and the liability hereunder shall be joint and several.

Dated at Vancouver, Washington, October 8, A.D. 1972

A.D. 1972

Robert H. Heath
Ethel M. Heath



75390

PARTIES

Loan No. 530-00

MORTGAGE

From

ROBERT H. HEATH AND ETHEL M.

HEATH, husband and wife

to the

**VANCOUVER FEDERAL SAVINGS
AND LOAN ASSOCIATION**

Vancouver, Washington

Mail to

**VANCOUVER FEDERAL SAVINGS
AND LOAN ASSOCIATION**

P.O. Box 133

VANCOUVER, Washington 98607

ENCLOSURE

STATE OF WASHINGTON

COUNTY OF CLATSOP

NOTARY PUBLIC

My Comm. Expires 12/31/73

My Comm. No. 12345

My Comm. Fee \$10.00

My Comm. Fee \$10.00

My Comm. Fee \$10.00

My Comm. Fee \$10.00

My Comm. Fee \$10.00

My Comm. Fee \$10.00

My Comm. Fee \$10.00

STATE OF WASHINGTON,
COUNTY OF CLATSOP

On this day personally appeared before me, Robert H. Heath and Ethel M. Heath
to me known to be the individuals described herein 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.

Witness my hand and official seal this 8th day of October, A.D. 1972

Marjorie S. Henningsen
Notary Public in and for the State of Washington
residing at Vancouver therein.
White Salmon

The Mortgagors, ROBERT H. HEATH AND ETHEL M. HEATH, husband and wife,
of **Seattle, Washington**

herely mortgage to **VAN COVVER FEDERAL SAVINGS AND LOAN ASSOCIATION**, a corporation, located at Vancouver,
Washington, **MORTGAGEE**, the following described real property situate in the County of **Skamania**
State of **Washington**, to-wit:

**The within 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 articles of personal property owned by the Mortgagors and now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real property, and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property, including but without being limited to all screens, awnings, storm windows and doors, window shades, inside floor coverings, refrigerators, boilers, tanks, furnaces, radiators, vases and furnishings of every kind, and all heating, lighting, plumbing, gas, electricity, ventilating, refrigerating, air conditioning, and incinerating equipment or whatever kind and nature, elevating and watering apparatus, furnace and heating systems, water heaters, burners, and fuel storage bins and tanks and irrigation systems, and all built-in mirrors and cupboards and cabinets, and all trees, gardens and shrubbery, and also including installed ovens, dishwashers, dryers and intercommunications systems, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage, all to secure the payment of the sum of

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and the interest thereon at the rate as shown in the note secured hereby, which principal sum and the interest thereon is payable
in equal monthly installments as therein set forth beginning on the **first** day of **April** 19**73**
and payable on the **first** day of each month thereafter, according to the terms and conditions of the aforesaid promissory note bearing even 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 Mortgagee, its successors or assigns, as follows: They have a valid and unencumbered title in fee simple in said premises; they have the right to mortgage the same; they will not suffer or permit said premises to become subject to any lien or encumbrance that shall have precedence over this mortgage; they will neither do nor suffer waste; they will keep all buildings and improvements located upon the mortgaged premises in good condition and repair, and no building or other improvement will be removed or demolished without the consent of the mortgagee; and the taking of additional security, or the extension of time of payment of said indebtedness, or any part thereof, shall, at no time, release or impair the liability of any endorser or surety or security, or of any property that may occupy the place of a surety, nor improve the right of any junior lien holder, and this mortgage, as well as any renewal or extension thereof, shall be and remain a first and prior lien on all of said property not expressly released until said indebtedness is paid in full, and shall be security for payment of any renewal notes evidencing such indebtedness; they will render such further assurance of title as may be requested by the Mortgagee; they will warrant and defend said title unto said Mortgagee and unto his successors and assigns against the lawful claims and demands of all persons whomsoever; they will pay all taxes or assessments that may be levied or assessed on said premises and all taxes that may be levied or assessed on the mortgage or on the holder of said note on account thereof at least thirty (30) days before they become delinquent; they will keep the buildings on said premises insured against loss by fire for their full insurable value by a fire insurance policy or policies with extended coverage, during the time that the debt hereby secured, or any part thereof, shall remain unpaid. Said fire insurance to be in one or more responsible fire insurance companies satisfactory to the Mortgagee; the loss or damage, if any, under such fire insurance policies to be payable to the said Mortgagee; that Mortgagee will deliver with the Mortgagee all policies of fire insurance in force upon said buildings as collateral security for the payment of the indebtedness hereby secured and that they will deliver to the Mortgagee all renewal policies of fire insurance of that thirty (30) days before the expiration date. The Mortgagee instructs the Mortgagee to accept for insurance purposes what is commonly known as a "Homeowners" policy which covers the property above described and other risks named therein and to pay the premium therefor out of insurance premium, as accumulated with the Mortgagee. For this purpose, to the extent that such accumulated funds will cover said premium, the Mortgagee understands that the Mortgagee is not obligated in any way to advance any of its own funds for purchase of any insurance, and that funds so advanced shall be charged to the Mortgagee. In case of loss and payment by any insurance company the amount of the insurance money shall be applied either on the indebtedness secured hereby or in rebuilding or restoring the damaged building as the Mortgagee may elect. If the Mortgagee shall at any time fail to keep said building insured, the Mortgagee, at its option, may declare due and payable the entire debt secured by this mortgage and the said Mortgagee shall always have the right in case of default to effect such insurance and to pay the premium therefor, and any and all sums so paid by the Mortgagee shall become and be a part of the debt secured by this mortgage and shall be a lien upon said premises, but in no event shall the Mortgagee be held responsible for failure to have any insurance written or for any loss or damage growing out of or resulting in any policy, or growing out of the failure of any insurance company to pay for any loss or damage insured against. That the Mortgagee is authorized to compromise and settle any claims for insurance, and to receipt therefor on behalf both of the Mortgagee and his assigns and the Mortgagee.

At any time during the life of this mortgage, if any law of the State of Washington shall be enacted imposing or authorizing the imposition of any specific tax upon mortgages or upon principal interest of monies or notes secured by mortgages or by virtue of which the owner of the premises above described shall be authorized to pay any tax upon said monies, note or mortgage, or either of them, and deduct the amount of such tax from any such monies, note or mortgage, or by virtue of which any tax or assessment upon the mortgaged premises shall be payable against the owner of said premises, note or mortgage, or in either event the mortgage debt or the income derived therefrom becomes taxable under any law of the State of Washington, then the principal sum hereby secured, or all or any part thereof, shall be immediately payable, whether due or not, provided, however, that if notwithstanding any such law, the Mortgagee shall lawfully and shall 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.

Furthermore, to fully protect this mortgage, the Mortgagors, together with, and in addition to, the monthly installment of principal and interest payable under the terms of the note secured hereby, will on the _____ day of each month, until said note is fully paid, pay to the Mortgagee the following sums: **At the election of the mortgagee.**

(1) A sum equal to the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the described premises (all as estimated by the Mortgagee), less all sums already paid therefor divided by the number of months to elapse before the next date prior to the date when such premiums, taxes and assessments will become delinquent, said amounts to be paid by the Mortgagee in trust to pay premiums, taxes and special assessments, as herein stated.

(2) All sums so paid, being the amounts due on the original note secured hereby and the sums stated in this paragraph, shall be applied by the Mortgagee first to taxes, assessments, fire and other hazard insurance premiums, then interest upon the note secured hereby, and the balance in amortization of the principal of said note.

If the total of payments made under the provisions of this paragraph shall exceed the amount of the payments actually made for taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments to be made by the Mortgagors, or may be applied upon the principal of said note. If, however, said amounts are not sufficient to pay said sums, the Mortgagors further agree that they will pay to the Mortgagee any amount necessary to make up such deficiency. Accordingly, if there should be a default made under the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, at the time of the consummation of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the

A tract of land in the southeast quarter of section 20, township 3 north, range 10 east of the Willanette Meridian, Skamania County, Washington; being described as follows: Commencing at the intersection of a North-South fence line with the Northernly right-of-way line of County Road Number 3041, known as the Cocks-Underwood Road (said right-of-way line being 30 feet from when measured at right angles from the centerline of said road); said point being North 00° 05' 05" East 1,151.23 feet from the Southeast corner of Section 20, Township 3 north, range 10 East of the Willanette Meridian; thence along said right-of-way line on a 870 foot radius curve right 186.77 feet (the chord of which bears South 77° 43' 09" East 100 feet) to the southwest

funds accumulated under this paragraph shall be applied as a credit against the amount of the principal then remaining due under said note.

Furthermore this mortgage also secures any advances which the Mortgagee may make to the Mortgagor, or their successors in title or interest, for any purpose, at any time before the release and cancellation hereof, but at no time shall such advances together with the balance remaining due upon the original obligation exceed the sums first secured hereby, nor shall the term of this mortgage be increased, providing, however, that nothing in this paragraph contained shall be considered as limiting the amounts that may be secured hereby when advanced to protect Mortgagee's security or in accordance with other covenants contained herein.

It is further mutually covenanted and agreed by and between the parties hereto, for themselves, their heirs, personal representatives, successors and assigns, that the owner and holder of this mortgage and of the promissory note secured thereby 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.

IT IS FURTHER EXPRESSLY AGREED That should the said Mortgagors fail to make payment of any taxes or other charges payable by them as herebefore agreed, or suffer said premises to become subject to any lien or encumbrance thereof and the amount so paid, with interest thereon at the rate of ten (10%) per annum shall be added to and the breach of any of said covenants. The Mortgagee may collect a monthly late charge not to exceed two cent (2%) for each dollar (\$1.00) of each payment more than ten (10) days in arrears to cover the extra expense involved in handling delinquent payments without prejudice, however, to the Mortgagee's right to consider each such delinquency as a breach of covenant by the Mortgagors.

In the event the security is sold either by deed or contract of sale or otherwise conveyed to any person or party, and this mortgage debt remains unpaid at time of sale, then at the option of the Mortgagee, after written notice by United States Mail to the Mortgagor, 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 Mortgagee shall elect; provided 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, Mortgagee's assumption fee or insurance transfer charge shall be paid by assuming party.

While not in default, the Mortgagors may collect and enjoy the rents, issues and profits pledged hereby, but in case of default in any payment, or any default under provisions undertaken by the Mortgagors hereby, the Mortgagee shall have the right to collect such rents, issues and profits and to expend such portion thereof as may be necessary for the maintenance and operation of said property and apply the balance, less reasonable costs of collection, upon the indebtedness hereby secured until all delinquent payments shall have been fully discharged.

In the event suit is instituted to effect such foreclosure, the said Mortgagee, its successors or assigns, may recover thereon an Attorney's fees and costs as the Court may adjudge reasonable and shall pay such reasonable cost of searching records be included, in the decree of foreclosure. In the event of a foreclosure of this mortgage or defending the same, which sums may and the purchaser in any such sale shall be let into immediate and full possession of the above premises, the

That in the event suit is instituted to effect such foreclosure, 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 all the property hereby mortgaged, and the Mortgagors hereby expressly consent to the appointment of a receiver by any court of competent jurisdiction and expressly stipulate, covenant and agree that such receiver may remain in possession and control of the mortgaged property until the final determination of such suit or proceeding.

Wherever the term "mortgagor" occurs herein it shall mean "mortgagor" when only one person executes this document, and the liability hereunder shall be joint and several.

Dated at ~~Manitowish~~ Washington.

A. D. 1975

Robert H. Mearns
x Ethel M. Heath

65322

PARTIES

530-00

MORTGAGE

From

ROBERT H. HEATH AND ETHEL M. HEATH

HEATH, husband and wife

to the
VANCOUVER FEDERAL SAVINGS
AND LOAN ASSOCIATION
Vancouver, Washington

Mail to:
VANCOUVER FEDERAL SAVINGS
AND LOAN ASSOCIATION
P.O. Box 1333

University of Washington
10986

RECEIVED JUN 13 1966

L. J. G. S.

Handwritten signature

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Ms. A. 9. 2. 6.

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1974

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STATE OF WASHINGTON,
COUNTY OF CLATSOP.

On this day personally appeared before me, Joseph H. Heath and Frank M. Heath

to me known to be the individuals described herein and who executed the within and foregoing instrument, and acknowledged

that ~~the~~ signed the same as ~~the~~ free and voluntary act and deed, for the

useful purposes therein mentioned.

Witness my hand and official seal this 8th day of October, A.D. 1973

Notary Public in and for the State of Washington
residing at ~~White Salmon~~ therein.
White Salmon