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# MORTGAGE

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The Mortgagor, Walter W. Schroeder and Mallory E. Schroeder, husband and wife,

of Tacoma, Washington

hereby mortgage to Chelan County Savings and Loan Association, a Washington corporation, the following described real property situated in Snohomish County, State of Washington, to-wit:

Seattle

A parcel of land located in the West Half of the Southwest Quarter of the Northwest Quarter (W½ SW¼ NW¼) of Section 24, Township 3 North, Range 5 E. W. M., described as follows:

Beginning at a point 420 feet north and 700 feet west of the southwest corner of the SW¼ of the NW¼ of the said Section 24; thence north 100 feet; thence east 100 feet; thence south 100 feet to the northeast corner of Evergreen Street as shown on the plat of Evergreen Acres, an Addition to Snohomish County, Washington, and thence west along the north line of said street to the point of beginning.

Subject to easements and rights of way of record.

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and all mirrors or panels therein that the mortgagee may hereafter acquire together with tie appurtenances and all awnings, window shades, screens, mantles and all plumbing, heating, heating, cooking, ventilating, cooling and watering apparatus, furnace and heating systems, water heaters, burners, fuel storage tanks and tanks and irrigation systems and all built-in mirrors, ovens, cooking stoves, refrigerators, dishwashers and incinerators and cabinets, and all trees, gardens and shrubbery, and other like things now or hereafter placed in or upon said premises, whether now or hereafter belonging to or used in the enjoyment of said proper all of which shall be considered as a part of the realty. The above described mortgaged property is not used principally for agricultural or farming purposes.

As to secure the payment of the sum of EIGHTEEN THOUSAND FOUR HUNDRED AND NO/100---------- ($18,400.00) Dollars, with interest thereon and in the manner installments of $ 145.00 each month:

beginning on the 10th day of October 1973 and payable on the 10th day of each month thereafter, according to the terms and conditions of one certain promissory note bearing even date herewith.

This mortgage has been made in consideration of and to secure not only the advances above mentioned but also such further sums as may hereafter be loaned by the Mortgagee to the Mortgagor, and which Mortgagor agrees to repay, and to secure any and all other indebtedness now owing or hereafter owing by the Mortgagor to the Mortgagee.

The Mortgagor hereby jointly and severally covenants and agrees with the Mortgagee as follows:

That the Mortgagor have a valid, unencumbered title to the aforesaid premises and will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

That the Mortgagor will not permit the commission of any waste, injury or impairment of the mortgaged premises and will keep the buildings and appurtenances on said premises in good state of repair.

That the Mortgagor will pay said promissory note according to its terms. Should the Mortgagor fail to pay any installment of principal or interest provided for in said note or any part thereof, or should default be made in the performance of any covenant or agreement herein contained, then the entire sum secured by this mortgage shall, at the option of the Mortgagee become immediately due and payable and this mortgage may be foreclosed forthwith. In case suit or action is instituted to foreclose this mortgage or to recover any money hereby secured, or to protect the lien hereof, the Mortgagor agrees to pay, in addition to the costs and disbursements allowed by law, such sum as the Court may adjudge reasonable as attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered in such suit or action, the Mortgagor agrees to pay such sum as the Court may adjudge reasonable as attorney's fees on such appeal. All such costs, disbursements and attorney's fees shall be secured by this mortgage and the lien hereof. All payments on account of the indebtedness secured hereby shall be made to the Mortgagee at its office in Wenatchee, Washington, or at such other place as the Mortgagee may designate in writing. Time is of the essence hereof. Upon the failure of the Mortgagor to perform any of the covenants or conditions of this mortgage, the Mortgagee may perform the same and the amount so paid shall be immediately repayable by the Mortgagor and shall bear interest at the rate of ten percent (10%) per annum from the date of payment by the Mortgagee and shall be secured by this mortgage. No forbearance by the Mortgagee upon the occurrence of any default hereunder shall operate as a waiver of the Mortgagee's right to exercise its rights upon the occurrence of any subsequent default. In the event the Mortgagor shall sell, convey or alienate said property or any part thereof, or any interest therein, or shall be divested of his title or any interest therein in any manner or way, whether voluntarily or involuntarily, without the written consent of the Mortgagee being first had and obtained, the Mortgagee shall have the right, at its option, to declare any indebtedness secured hereby, irrespective of the maturity date specified in any note evidencing the same, immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require such consent to future or successive transactions.

That the Mortgagor will keep the buildings now or hereafter on said premises insured against loss by fire and other hazards, casualties and contingencies in such manner and for such period as may be required by the Mortgagee, and will deliver all policies, including additional and renewal policies, to the Mortgagee, and in the event of loss, will promptly give notice of such loss to the Mortgagee, and the Mortgagee may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to all insurance policies then in force shall pass to the purchaser or grantee.

That the Mortgagor will keep all buildings, improvements and fixtures now or hereafter on said premises in good repair and will not commit or suffer any waste of said premises.

That the Mortgagor will pay all taxes, assessments, water rates and other charges against said premises when due and will deliver to the Mortgagee, within thirty days after the same become due and payable, receipts showing payment thereof.

That the Mortgagor will not, without the written consent of the Mortgagee, create or permit to be created any lien or encumbrance upon said premises superior to the lien of this mortgage.

That the Mortgagor will not, without the written consent of the Mortgagee, lease said premises for a period longer than one year.

That the Mortgagor will not, without the written consent of the Mortgagee, remove or demolish any building now or hereafter on said premises.

That the Mortgagor will not, without the written consent of the Mortgagee, make or permit any change in the use of said premises from the use existing at the date of this mortgage.

That the Mortgagor will not, without the written consent of the Mortgagee, alter or permit any alteration in the construction of any building now or hereafter on said premises.

That the Mortgagor will not, without the written consent of the Mortgagee, subdivide said premises.

That the Mortgagor will not, without the written consent of the Mortgagee, grant any easement or dedicate any portion of said premises.

That the Mortgagor will not, without the written consent of the Mortgagee, join in the formation of any reclamation district or other district affecting said premises.

That the Mortgagor will not, without the written consent of the Mortgagee, initiate or acquiesce in a change in the zoning classification affecting said premises.

That the Mortgagor will not, without the written consent of the Mortgagee, initiate or consent to any change in any private restrictive covenant affecting said premises.

That the Mortgagor will not, without the written consent of the Mortgagee, impair the security of any easement or right of way affecting said premises.

That the Mortgagor will not, without the written consent of the Mortgagee, execute any prior mortgage, conditional sale contract, lease or other agreement giving any party a right superior to the rights of the Mortgagee hereunder.

That the Mortgagor will not, without the written consent of the Mortgagee, sell, assign or transfer the proceeds of any award in condemnation or the proceeds of any policy of insurance relating to said premises to any party other than the Mortgagee.

That the Mortgagor will not, without the written consent of the Mortgagee, transfer any water stock or water rights relating to said premises to any party other than the Mortgagee.

That the Mortgagor will not, without the written consent of the Mortgagee, abandon said premises.

That the Mortgagor will not, without the written consent of the Mortgagee, permit or suffer the use of any of said premises by any party other than the Mortgagor.

That the Mortgagor will not, without the written consent of the Mortgagee, change the nature of the occupancy or use of said premises.

That the Mortgagor will not, without the written consent of the Mortgagee, fail to maintain any existing irrigation system on said premises in good working order and condition.

That the Mortgagor will not, without the written consent of the Mortgagee, fail to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said premises may be reasonably necessary, the specific enumerations herein not excluding the general.

That the Mortgagor will not, without the written consent of the Mortgagee, fail to keep said premises free from noxious weeds or grasses.

That the Mortgagor will not, without the written consent of the Mortgagee, fail to keep said premises free from rubbish or debris of any kind.

That the Mortgagor will not, without the written consent of the Mortgagee, fail to use said premises in such manner as to maintain any and all water rights for the full period of time during which such water rights may be claimed without abandonment.

That the Mortgagor will not, without the written consent of the Mortgagee, fail to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said premises.

That the Mortgagor will not, without the written consent of the Mortgagee, fail to pay before delinquent all lawful claims and demands for labor, material or supplies which if unpaid might become a lien or charge upon said premises or any part thereof.

That the Mortgagor will not, without the written consent of the Mortgagee, fail to pay before delinquent all lawful claims and demands for labor, material or supplies which if unpaid might become a lien or charge upon said premises or any part thereof.

That the Mortgagor will pay all taxes, assessments and 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 Mortgagor agrees to pay to the Mortgagee monthly budget payments estimated by the Mortgagee 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 Mortgagee 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 amounts actually paid or incurred therefor. And such budget payments are hereby pledged to the Mortgagee as collateral security for full performance of this mortgage and the note secured hereby and the Mortgagee 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 this mortgage or to protect the lien hereof, the Mortgagee shall be entitled to recover from the Mortgagor 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 Mortgagee, and a receiver may be appointed at the Mortgagee'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 the payment of the indebtedness secured hereby 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 document, and the liability hereunder shall be joint and several.

Dated at ~~Camas~~ Washington August 27 , A. D. 19 73
Stevenson.

Walter W. Schroeder

Marjory L. Schroeder

STATE OF WASHINGTON,
County of Clark

On this day personally appeared before me Walter W. Schroeder and Marjory L. Schroeder, 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 this 27th day of August, 1973 , A. D.

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

MORTGAGE

Clark County Savings & Loan Association

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