of.

## MORTGAGE

STANLET L. CASS and ELAINE W. CASS, husband and wife The Mortgagors,

Washougal, Washington

Hereby mortgage to Clarke County Savings and Loan Association, a Washington corporation, the following described real property situated in Chark, County, State of Washington, to-wit:

Skammia

That portion of the North Half of the Northeast Quarter (No NEt) of Section 6, Township I North, Range 5 E.W.M., more particularly described as follows:
Beginning at a point on the center line of the State Highway at the low water
mark on the East bank of the Washougal River, which point is South 09°31' West
857.5 feet and South 09°31' West 122.77 feet from the Northwast corner of said
Cection 6; thence South 122.27 feet and West 564.43 feet to an iron bar which marks the initial point of the tract hereby described; thence North 87 26' West Washougal River; thence South 87026; East 115.62 feet to the low water line of the Washougal River; thence South 87026; East along said low water line 88.00 feet; thence South 11025; West 117 pl feet to the initial point, TOGETHER WITH the right to the name of water for demantic purposes through a 2 inch pipe and not to exceed 22 gallons per minute from a well located 100 fact North and 50 feet East of the Scuttwest corner of a tract of land conveyed to Eldon D. Heller and J. Celleene Heller, bushed and wife, and Reger Malfait and Loretta L. Malfait, husband and wife by deed dated April 12, 1966, recorded on Reger to Book 59 of deeds recents of Shamania County, Washington.

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and all interest or estate therein that the muticagues any hereafter acquire, together with the angustenances and all awnings, and all interest or estate therein that the muticagues any hereafter acquire, together with the angustenances and all awnings, window shades, screens, mantles, and all purposes, together and the state of all of which shall be construed as agricultural or farming purposes.

All to secure the payment of the sum of THENTY SEVEN THEY SAND FIVE HENDRED and NO/100- -- - -15 27,500.00 ) Dollars. 

with interest thereon, and payable in monthly installments of \$ 226.09

each.

beginning on the 10th day of March 1974, and payable on the 10th day of each month Gereafter, according to the terms and conditions of one certain premissory note beating even date herewith.

This mortgage ben shall continue in farce and exist as security for any all other advances which may be reafter be made by the fortgages to he Mortgage and abilicontinue in force and exist as security for any debt now owing, or here-after to become owing, by the Mortgage, to the Mortgages.

The Mortgagors hereby (jointly and severally if nore than the covenant and agree with the Mortgagee c follows:

That the Mortgagors have a valid, unincumbered title is few simple to said premises, and will warrant and forever defend the same against the lawful claims and demands of all persay whomsoever.

That the Mortgagors will during the continuance of this portgage, permit no waste or strip of the mortgaged premises and will keep the buildings and appurtenances on said property in good state of repair.

That the Mortgagors will pay said promissory note according to "\*\* \*\*.ms. should the Mortgagors fail to pay any installment of principal of interest provided for in said note, or any sum due under this mortgage, or breach of any covenant or agreement of principal of interest provided for in said note, or any sum due under this mortgage, become immediment herein contained, then the entire debt secured by this mortgage shil, at the election of the Mortgage, become immediately due and payable. Should the Mortgagors fail to pay any sum which they are required to pay, the Mortgagore may, without ately due and payable. Should the Mortgagors fail to pay any sum which they are required to pay, the Mortgagore may, without walver of any remedy hereunder for such breach, make full or pattlal payment thereof, and the amount so paid with interest walver of any remedy hereunder for such breach, make full or pattlal payment thereof, and the amount with mortgage. Any thereon at 10% per annum shall become immediately payable to the Mortgage may be applied as the Mortgage may elect payments made by the Mortgagors upon the indebtedness secured by this mortgage may be applied as the Mortgage may elect payments made by the Mortgagors upon the indebtedness secured by this mortgage may be due under the provisitions of this mortgage.

That the Mortgagots will keep all buildings thereon continuously insured against loss or damage by fire and such other hazards as the Mortgagots will keep all buildings thereon continuously insured against loss or damage by fire and such other hazards as the Mortgagot may specify to the extent of the amount due herer, and that the Mortgagot will cause all insurance companies satisfactory to the Mortgagot of the protection of the later, and that the Mortgagot will cause all insurance opposites to be satisfactory to the Mortgagot of the Mortgagot, together with receipts showing payment of all premiums due policies to be satisfally endorsed and delivered to the Mortgagot, together with receipts showing payment of all premiums due policies to be satisfally other than as stated herein. That it shall be repitonal therefor, and that the Mortgagot or companies and the agents thereof by which the insurance shall be written, and to with the Mortgagot of the Mortgagot and to surrender and cause to be cancelled any policy which may be received or acceptance of any policy offered, and to surrender and cause to be cancelled any policy which may be received or acceptance of any policy offered, and to surrender and cause to be cancelled any policy which may be received or acceptated and to place the insurance of cause the policies to be written, all at the cost, charge and expense of the Mortgagot but it for failure of any insurance written or for any loss or damage growing in no event shall the Mortgagote be hild responsible for failure of any insurance company to pay for any loss or damage insured out of a defect in any policy, or growing out of the failure of any lisurance company to pay for any loss or damage insured out of a defect in any policy, or growing out of the failure of any lisurance company to pay for any loss or damage growing the mortgagot is authorized to empromise and settle any claims for insurance, and to receipt therefor on behalf bethe for the Mortgagot is authorized to empromise and settle any claims fo

That the Morigagors will pay all taxes, assessments, and other governmental levies, now or k-greater 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 zesure prompt payment the Mortgagors agree to pay to the Mortgagee monthly budget payment estimated by the Mortgagor to equal one twelfth of the annual insurance premiums, taxes, assessments, and other governmental levies, which are or may become due then 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 Mortgage or 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 amount actually paid or incurred therefor. And such budget payments are hereby pledged to the Mortgage as collateral security for full performance of this mortgage and the note secured hereby and the Mortgage 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 the Mortgagom a reasonable attorney fee to be allowed by the court, and the reasonable cost of searching the records and rotatining 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 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.

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 February 5th

, A. D. 19 74

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me STANLEY L. CASS and ELAI'E W. CASS, husband and triffe described in and who executed the within and foregoing instrument, and acknowledged to me known to be the individual B their free and voluntary act and deed, for the uses and purposes therein mentioned. signed the same as

Given under my hand and official seal this 5th day of February,

Notary Public in and to the State of Machineton residing at Camar Therein. The Contraction MORTGAGE CLARKE COUNTY SAVINGS LOAN ASSOCIATION Wenhington MATE OF PASHINETON Toll To 6075-60 Harry-Y Loan No.