

MORTGAGE

THE MORTGAGOR, STEVENSON COMMUNITY CENTER, INC., of Stevenson, Washington, hereby mortgages to LAWRENCE H. PIERCE and LENA PIERCE, husband and wife, d/b/a L.H. PIERCE AUTOMOTIVE SERVICE, hereinafter referred to as the MORTGAGEES, the following described real property situated in Skamania County, State of Washington, to-wit:

A tract of land located in the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) - Section 17, Township 3 North, Range 8 E.W.M., described as follows:

Beginning at a point 100 rods east of the quarter corner on the west line of the said Section 17; thence east 165 feet; thence south 264 feet; thence west 165 feet; thence north 264 feet to the point of beginning,

and all interest or estate therein that the Mortgagor may hereafter acquire, together with the appurtenances and all awnings, window shades, screens, mantles, and all plumbing, lighting, heating, cooling, ventilating, elevating and watering apparatus, furnace and heating systems, water heaters, burners, fuel storage bins and tanks and irrigation systems and all built-in mixers, ovens, cooking ranges, refrigerators, dishwashers and cupboards and cabinets, and all trees, gardens and shrubbery, and other like things and matters, and other fixtures whether now or hereafter belonging to or used in the enjoyment of said property, all of which shall be construed as a part of the realty. The with described mortgaged property is not used principally for agricultural or farming purposes.

All to secure the sum of THIRTY-FIVE THOUSAND, EIGHT HUNDRED TWENTY-FIVE AND 04/100 DOLLARS (\$35,825.04) payable according to the terms of that certain promissory note bearing even date herewith by and between Lawrence H. Pierce and Lena Pierce d/b/a L.H. Pierce Automotive Service, as Payees, and the Stevenson Community Center, Inc. as the Maker thereof.

This mortgage lien shall continue in force and exist as security for any and all other advances which may hereafter be made by the mortgagees to the mortgagor and shall continue in force and exist as security for any debt now owing, or hereafter to become owing, by the mortgagor to the mortgagees.

The mortgagor hereby covenants and agrees with the mortgagees as follows:

That the mortgagor has a valid, unincumbered title in fee simple to said premises, and will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

That the mortgagor will, during the continuance of this mortgage, 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 mortgagor will pay said promissory note according to its terms. Should the mortgagor fail to pay any installment of principal and interest provided in said note, or any sum due under this mortgage, or breach of any covenant or agreement herein contained, then the entire debt secured by this mortgage shall, at the election of the mortgagees, become immediately due and payable. Should the mortgagor fail to pay any sum which it is required to pay, the mortgagees may, without waiver of any remedy hereunder for such breach, make full or partial payment thereof, and the amount so paid with interest thereon at 12% per annum shall become immediately payable to the mortgagees and shall be secured by this mortgage. Any payments made by the mortgagor upon the indebtedness secured by this mortgage may be applied as the mortgagees may elect either upon the amount which may be due upon said promissory note or upon any amount which may be due under the provisions of this mortgage.

That the mortgagor will keep all buildings thereon continuously insured against loss or damage by fire and such other hazards as the mortgagees may specify to the extent of the amount due hereunder, in some responsible insurance company or companies satisfactory to the mortgagees and for the protection of the latter, and that the mortgagor will cause all insurance policies to be suitably endorsed and delivered to the mortgagees, together with receipts showing payment of all premiums due therefor, and that the mortgagor will keep no insurance on said buildings other than as stated herein. That it shall be optional with the mortgagees to name the company or companies and the agents thereof by which the insurance shall be written, and to refuse acceptance of any policy offered, and to surrender and cause to be cancelled any policy which may be received or accepted and to place the insurance or cause the policies to be written, all at the cost, charge and expense of the mortgagor; but

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In no event shall the mortgagees be held responsible for failure to procure insurance written or for any loss or damage growing out of a defect in any policy, or growing out of the failure of any insurance company to pay for any loss or damage insured against. That the mortgagees are authorized to compromise and settle any claims for insurance, and to receipt therefor on behalf both of the mortgagor and their assigns and the mortgagees.

That the mortgagor will pay all taxes, assessments, and other 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.

This mortgage is given for the purpose of constructing eight (8) apartment units on the land described herein and interest shall run from the time and on the amount of the funds that are disbursed pursuant hereto.

The mortgagees, upon variance from any plans or specifications, without the mortgagees' consent, may declare the mortgagor to be in default and exercise any remedies which they may have pursuant to this mortgage, and in that regard, the mortgagees have relied upon that certain letter of understanding between Lloyd Kelley, General Contractor, and the Stevenson Community Center, executed by Florence Dean on behalf of said Stevenson Community Center, a copy of which is attached hereto, marked Exhibit "A", specifically referred to and hereby incorporated by reference.

In any action to foreclose this mortgage or to protect the lien hereof, the mortgagees 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 mortgagees, and a receiver may be appointed at the mortgagees' 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 part obligated to pay such debt.

debtedness.

Dated at Stevenson, Washington, this 1st day of Nov., 1973.

STEVENSON COMMUNITY CENTER, INC.

by: Harry Stephens
Project Manager President

Attest:

[Signature][Signature]
Lawrence H. Pierce[Signature]
Lena PierceSTATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me FLORANCE DEAN and Harry Stephens, known to me to be the president and Project Manager and Secretary of STEVENSON COMMUNITY CENTER, and acknowledged to me that they signed the same as their free and voluntary act and deed, for said corporation, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of Nov., 1973.

[Signature]
Notary Public in and for the State of
Washington, residing at Stevenson.

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me LAWRENCE H. PIERCE and LENA PIERCE, 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 1st day of Nov., 1973.

[Signature]
Notary Public in and for the State of
Washington, residing at Stevenson.



BETWEEN: Lloyd Kelley, General Contractor and the Stevenson Community Center, for construction of project listed below:

Bid #1 and #6. (See specifications in contractor's formal bid sheet).

8 units with general purpose building 1056 sq. ft. and land approximately 135' x 220'.

Bid #1

Basic shell, framed, sided, roofed, insulated exterior walls and ceilings, exterior door installed with sill or threshold, exterior painted, basic bath fixtures set (W.C., shower, vanity and sink), water heater, kitchen cabinets complete, heat, linoleum and base in kitchen/bath, sheetrock sprayed and storage shelves installed ready to paint. Exhaust fans ducted as per specifications. Water and power connected ready for use, septic systems in and hooked up, final grading complete.

Does not include: Bedroom doors, interior paint materials or labor, light bulbs, medicine cabinets, paper holders, shower rods, nor any flooring other than concrete in living/dining and bedrooms. No gravel on driveways or parking areas.

Bid #6

General Use Building—No interior paint labor included.

8 units	42,939.73	
General Use Building	<u>9,249.53</u>	52,189.26
Options:		
#1 Bedroom doors	256.00	
#5 Medicine cabinets	144.00	
#6 Paper holders	40.00	
#7 Shower rods	40.00	
#11 Insulated glass windows	340.00	
#12 2 1/2" foil faced fiberglass insulation between units	<u>225.00</u>	1,045.00

Changes effected September 17, 1973:

5/8" sheetrock throughout apartment house, draft stops in attic, plastic sheet under slab, insulated sheathing around exterior slab edges, 2 x 4's staggered to cut noise, additional linen closet in bedroom, move kitchen light over sink area.

1,541.58

TOTAL

54,775.84

Completion date: May 15, 1974

OTHER COMMENTS OR CHANGES:

NONE

SIGNED:

(CONTRACTOR)

SIGNED:

Florence Dean
(PRESIDENT, COMMUNITY CENTER)

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