

78257

~~Washington  
The Neighborhood  
Development Corporation~~

## MORTGAGE

THE MORTGAGOR, LOCAL AFFILIATED NEIGHBORHOOD DEVELOPERS, INC.,  
a Washington Corporation,

hereinafter referred to as the mortgagor, mortgages to Elmer Louis Roberts and Margaret  
Sharon Roberts, husband and wife

the following described real property situated in the County of Skamania, State of Washington:

Lot 2, Block One, UNDERWOOD CREST ADDITION, according to plat  
recorded in Book A of Plats, page 154, records of said county.

## SUBJECT TO:

1. Restrictions and restrictive covenants in instrument recorded  
March 26, 1973, in Book 65 of Deeds, page 55, file no. 7583.
2. Public utility easement 10 feet in width along the north line  
of said Lot 2, as shown on plat of Underwood Crest Addition.

together with the appurtenances, and all awnings, screens, shutters, and all plumbing, lighting, heating, cooling,  
ventilating, elevating and watering apparatus and fixtures now or hereafter belonging to or used in connection  
with the property, all of which shall be construed as a part of the realty.

To secure the performance of the covenants and agreements hereinabove contained, and the payment of  
the sum of ~~One Thousand~~ ~~1,000~~ Dollars  
with interest from date until paid, according to the terms of certain promissory note bearing  
even date herewith.

The mortgagor covenants and agrees with the mortgagee as follows: that he is lawfully seized of the property  
in fee simple and has good right to mortgage and convey it; that the property is free from all liens and  
encumbrances of every kind; that he will keep the property free from any encumbrances prior to this mortgage;  
that he will pay all taxes and assessments levied or imposed on the property and/or on this mortgage or the  
debt hereby secured, at least ten days before delinquency, and will immediately deliver proper receipts therefor  
to the mortgagee; that he will not permit waste of the property; that he will keep all buildings now or hereafter  
placed on the property in good order and repair and reasonably insured against loss or damage by fire to the  
extent of the full insurable value thereof in a company acceptable to mortgagee and for the mortgagee's benefit;  
and will deliver to mortgagee the policies, and renewals thereof, at least five days before expiration of the old  
policies.

Should the mortgagor default in any of the foregoing covenants or agreements, then the mortgagee may  
perform the same and may pay any part or all of principal and interest of any prior encumbrance or of insur-  
ance premiums or other charges secured hereby, and any amount so paid, with interest thereon at the highest  
legal rate from date of payment shall be repayable by the mortgagor on demand, and shall also be secured by  
this mortgage without waiver of any right or other remedy arising from breach of any of the covenants hereof.  
The mortgagee shall be the sole judge of the validity of any tax, assessment or lien asserted against the prop-  
erty, and payment thereof by the mortgagee shall establish the right to recover the amount so paid with interest.

Time is of the essence hereof and if default be made in the payment of any of the sums hereby secured,  
or in the performance of any of the covenants or agreements herein contained, then in any such case the  
remainder of unpaid principal, with accrued interest and all other indebtedness hereby secured, shall at the  
election of the mortgagee become immediately due without notice, and this mortgage may be foreclosed.

In any action to foreclose this mortgage or to collect any charge growing out of the debt hereby secured,  
or in any suit which the mortgagee may be obliged to defend to protect the unimpaired priority of the lien  
hereof, the mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection  
with such suit, and also the reasonable cost of searching records, which sums shall be secured hereby and  
included in any decree of foreclosure.

Dated at

Seattle, Washington, 20<sup>th</sup> day Sept. 1974  
L.A.D.D. *James O. Denver* *55*  
*(SEAL)*

*Elmer O. Denver - P.R.* *(SEAL)*

## STATE OF WASHINGTON

ss.

County of

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this  
day of

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged  
that signed and sealed the same as free and voluntary act and deed, for the uses and  
purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate above written.

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

## STATE OF WASHINGTON

ss.

County of

On this day of

and  
and  
before me personally appeared

to me known to be the  
of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free  
and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath  
stated that authorized to execute said instrument, and that the seal affixed is the corporate  
seal of said corporation.

Given under my hand and official seal the day and year in this certificate above written.

Notary Public in and for the State of Washington,  
residing at White Salmon, Washington

MAIL TO:

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MORTGAGE

TO

SEARCHED INDEXED SERIALIZED FILED  
JULY 11 1982  
WASHINTON TITLE INSURANCE COMPANY  
SEATTLE, WASHINGTON

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JULY 11 1982  
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