78404

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REAL ESTATE MORTGAGE

(Washington Form)

TRANSFER BY MORTGAGOR RESTRICTED

THIS MORTGAGE, made this 11th. day of October, 1974, by and between Earl W. Mann and Evelyn L. Mann

of Stevenson, Washington, County of Klickitat, State of Washington, hereinafter called "mortgagor," and THE NATIONAL BANK OF COMMERCE OF SEATTLE, a national banking association, hereinafter called "mortgagee," at its Branch Office in White Salmon, Washington.
White Salmon

WITNESSETH:

The mortgagor hereby mortgages to the mortgagee, its successors and assigns, the following described real property, situated in the County of Skamania, State of Washington, to-wit:

E (9' of Lot 23, Block 6, Town of Stevenson
ALSO Lot 6 and 7, Chester Nelson Subdivision in Section 21, Twonship 3 N. R. 8 E. W. M. according to the official plat thereof on file and of record at page 111 of Block A of plats, Records of Skamania County, Washington.

TOGETHER WITH all right, title and interest therein, now owned or hereafter acquired, all rents, issues and profits accrued or to accrue therefrom, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all fixtures, apparatus and equipment which are now or may hereafter be in any way attached to or part of said real property or any improvement thereon, including, but without limiting the generality of the foregoing, all plumbing, heating, lighting, incinerating, refrigerating, air cooling, air conditioning, elevator and lifting apparatus, fixtures and equipment; all engines, pipes, ducts, pumps, compressors, tanks, ventilators, motors, conduits, antennae, panels and switchboards; all built-in stoves, dishwashers, refrigerators and other appliances; all partitions, cabinets and wallbeds; and any and all renewals, replacements, betterments and substitutions made with respect to any and all of the foregoing, all of which said property shall [illegible] deemed to constitute a part of the realty.

This mortgage is given and intended as security for the payment of the principal sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100 Dollars ($ 8,500.00),

together with interest thereon in accordance with the terms of a certain promissory note of even date herewith, executed and delivered by the mortgagor in favor of the mortgagee, or its order, and any renewals or extensions thereof.

This mortgage is also given and intended as security for the payment by the mortgagor to the mortgagee of such additional sums of money as may hereafter be loaned or advanced by the mortgagee to or for the account of mortgagor, including any renewals or extensions thereof, it being provided, however, that the unpaid principal balance of all loans or advances made by the mortgagee to or for the account of mortgagor which are to be secured hereby shall not at any one time exceed the principal sum set forth above and interest, regardless of any excess which may at any time be owing from said mortgagor to the mortgagee; provided, further, that nothing herein contained shall be construed as obligating or shall obligate the mortgagee to make any such future loans or advances and provided, further, the limitation on the amount secured hereby shall not apply to any moneys advanced or to costs or fees incurred by mortgagee in connection with the breach or default of any term, warranty or covenant or condition of this mortgage.

The mortgagor covenants and agrees with the mortgagee [illegible] thereof, to be and remain free and clear of all

(1) Forever warrant the title to all of the mortgaged property [illegible] necessary assurances of title thereto; claims, liens and encumbrances other than this mortgage [illegible] with the terms of said promissory note or notes, and any renewals or extensions thereof;

(2) Promptly pay the principal and interest of [illegible]

(3) Pay and discharge, as the same become due [illegible] all taxes, assessments, water rates or other charges of whatever kind and character, whether similar or dissimilar to those hereinbefore [illegible] against or which may or might become liens upon the mortgaged [illegible] secured hereby;

(4) Maintain, preserve and keep all of [illegible] thereof, and permit mortgagee's inspection thereof at any and all reasonable times;

(5) Keep the mortgaged property at all times insured against fire with extended coverage [illegible] and perils as the mortgagee may require, in such amounts, under such forms of policy [illegible] satisfactory to the mortgagee; cause to be attached [illegible] payable first to mortgagee as its interest shall appear [illegible] at least ten (10) days in advance of due date;

(6) NOT WITHOUT [illegible] MORTGAGEE'S WRITTEN CONSENT FIRST HAD AND RECEIVED, MAKE ANY SALE, CONVEYANCE OR OTHER TRANSFER OF THE MO[illegible] PROPERTY, UNLESS AS AN INCIDENT OF THE CLOSING OF SUCH TRANSFER THIS MORTGAGE SHALL BE FULLY PAID; PROVID[illegible] THE PASSING OF THE MORT[illegible] BY WILL OR BY DESCENT AND DISTRIBUTION SHALL NOT BE DEEMED A PR[illegible] TRANSFER HEREUNDER.

In the event of a breach of any [illegible] remedies hereunder or by law provided, the mortgagee may, but shall not be [illegible] and all sums so paid and the expenses incurred in such performance shall be secured by this mortgage [illegible] permitted by law from the date of such payment, and shall be secured by this mortgage. The receipt of the tax official [illegible] or other person to whom mortgagee makes any such payment shall be conclusive evidence as between mortgagor and mortgagee [illegible] of such payment.

Any [illegible] payable under any insurance policy [illegible] awarded, recovered, or settled upon, for the taking, damaging or condemnation of all or any portion of the mortgaged property shall be applied [illegible] toward payment of the indebtedness and other sums secured hereby, whether due or not. The mortgagee shall not be [illegible] responsibility for the validity or sufficiency of any insurance, nor for the coverage thereby afforded, nor for notification [illegible] premiums thereon.

In the event of default in the payment of said indebtedness [illegible] of any of the covenants, warranties or agreements contained herein, then in any such event the entire indebtedness [illegible] at the option of the mortgagee become immediately due and payable, without notice, and this mortgage may be foreclosed; and in any foreclosure [illegible] this mortgage a deficiency judgment may be taken by the mortgagee for all sums secured hereby which are not recovered by the mortgagee out of foreclosure sale proceeds.

So long as there shall be no default under the terms of this mortgage, and except to the extent the same are specifically assigned and pledged by separate instrument providing to the contrary, the mortgagor may receive directly from the obligor(s) thereof all rents, issues and profits of the mortgaged property. As to all moneys and other property so received, mortgagor shall be deemed to have received the same in trust for the purpose of making all payments due under, and otherwise duly and timely performing all other terms, covenants and conditions of this mortgage. Upon any default in such payment or performance, or upon the occurrence of any other event which under the terms hereof confers the right to the mortgagee to accelerate the payment of the indebtedness secured hereby, then the mortgagee shall forthwith become entitled, at its option, without notice or demand, and in its own name and right, either directly or by agent, or through a receiver, and in addition to all such other rights and remedies as may be herein or by law conferred, to demand, collect and receive such rents, issues and profits and to apply same to the net proceeds thereof after deduction of fees, costs and expenses incurred as an incident of collection.

In the event of any suit or other proceeding for the recovery of said indebtedness or the foreclosure of this mortgage, or wherein mortgagee shall appear to establish or protect the lien hereof, the mortgagor agrees to pay to mortgagee a reasonable attorneys fee, together with the cost of search and report on title preliminary to foreclosure, all of which sums shall be secured hereby.

All rights and remedies of mortgagee shall be cumulative and none shall be deemed exhausted by the exercise thereof. No failure or omission on the part of the mortgagee to exercise any such right or remedy upon default shall be deemed a waiver of its right to subsequently exercise the same with respect to the same or any other default or defaults which may at any time exist.

If any term, provision or condition of this mortgage shall be finally adjudged to be unlawful or unenforceable, the same shall be deemed stricken herefrom and the balance of this mortgage shall be and remain in full force and effect.

This mortgage is binding on the heirs, personal representatives, successors and assigns of the mortgagor, and shall inure to the benefit of mortgagee, its successors and assigns. Words used herein shall take the singular or plural number as the number of parties hereto shall require, and if there is more than one signer as mortgagor, their obligations hereunder shall be joint and several.

Time is of the essence of this mortgage.

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

IN WITNESS WHEREOF, the person(s) designated as mortgagor have set hand and seal hereto the day and year first above written.

Earl W. Mann
Evelyn L. Mann

MTG 1224 8/12-73

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NOV 1974
RECEIVED
SKAMANIA COUNTY
AUDITOR
STEVENSON, WASH.

STATE OF WASHINGTON
County of Klickitat } ss.

NOTARIAL ACKNOWLEDGMENT
(Individual or Partnership)

On this 17th. day of October, 19 74, before me personally appeared Earl W. Mann and Evelyn L. Mann

to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes, and in the capacity (if any) therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal) NOTARY PUBLIC

Notary Public in and for the State of Washington

residing at White Salmon

STATE OF WASHINGTON
County of } ss.

NOTARIAL ACKNOWLEDGMENT
(Corporation)

On this day of , 19 , before me personally appeared

and

to me known to be the and

of the corporation that executed the within and 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 they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

Notary Public in and for the State of Washington

residing at

78412

REAL ESTATE MORTGAGE
(Washington Form)

Filed for Record at Request of

REGISTERED
INDEXED: DIR.
INDIRECT:
RECORDED:
COMPARED
MAILED

STATE OF WASHINGTON } ss.
COUNTY OF SKAMANIA
(FOR RECORDER'S USE)

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY

OF

AT M. 19

WAS RECORDED IN BOOK 52

OF AT PAGE

RECORDS OF SKAMANIA COUNTY, WASH.

COUNTY AUDITOR

BY

Branch Office

THE NATIONAL BANK of COMMERCE of Seattle

P.O. BOX OR STREET

CITY, STATE, ZIP-CODE NO.