

78710

THIS MORTGAGE made the 23rd day of January 1975  
 by Richard H. & Corinne L. Surbeck (Husband & Wife) (Type and designate each as mortgagor)  
 of RFZ Box 499 City of Washington, D.C. (Buyer's Address) (Type "Mortgage")  
 to W. J. Stern Builders & Design Corp.  
 of 4907 NE 43rd Ave - Portland, OR 97218 (Contractor's Address) (Type "Mortgage")

WITNESSETH:

Whereas, Mortgagor as Buyer is purchasing certain goods and services or services from Mortgagee as Contractor under a Home Improvement Installation Contract (called "Installation Contract") dated 1-15 1975, with the Mortgagor's unpaid indebtedness thereunder (referred therein as "Total of Payments") being \$ 6,799.45 evidenced by a promissory note (hereunder referred to as the "Note") to the order of Mortgagee at the offices of General Electric Credit Corporation at Bethesda, Md. in 108 consecutive monthly installments, each installment in the amount of \$ 62.96 except the final installment which shall be \$ 68.86, commencing MAR 1 1975 1975, and continuing monthly thereafter on the date The Note and Installation Contract also providing for delinquency and collection charges.

NOW, THEREFORE, to secure the payment and performance by Mortgagor of the Note and the Installation Contract and the performance of the covenants herein contained and to induce Mortgagee to enter into the Installation Contract with the Mortgagor, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the Mortgagor does hereby mortgage to Mortgagee, his (its) heirs, executors, administrators, successors or assigns, the following real estate situated at RFZ - Box 499 Washington in the County of Skamania, State of Washington, more particularly described, to wit: attached separate paper @

being and intended to be the same premises conveyed to Mortgagor by deed dated \_\_\_\_\_ and recorded on \_\_\_\_\_ 19 \_\_\_\_\_ in the office of the \_\_\_\_\_ of \_\_\_\_\_ in Vol \_\_\_\_\_ at page \_\_\_\_\_. The above described real property is not principally used for agricultural or farming purposes.

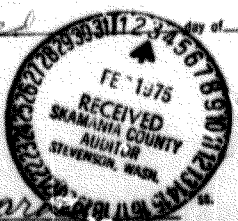
TOGETHER WITH the improvements, hereditaments, appurtenances, tenements, rents, issues, profits, water rights, and other rights or privileges now or hereafter belonging to or used in connection with the premises above described, and all fixtures now or hereafter installed or used in connection with said property, all of which shall be construed as part of the realty, and shall not be removed without prior written consent of Mortgagee. This mortgage shall also secure amendments, extensions, and renewals of the said indebtedness, and any Note or Notes, and the payment, performance and observance of all other indebtedness, obligations and liabilities of any kind of Mortgagor to Mortgagee, its successors and assigns, now existing or hereafter arising, and all instruments, executed and delivered in evidence thereof.

And, the Mortgagor promises and agrees that: (a) Mortgagee will pay all taxes, assessments and other charges that may be levied, assessed, or charged against the said premises, when due and payable according to law and before they become delinquent; (b) Mortgagee will keep all buildings, improvements and parts in good repair; (c) Mortgagor will obtain and maintain fire and extended insurance on and property and other insurance required by the Mortgagee, with insurance company or companies satisfactory to Mortgagee, with loss payable to the Mortgagee; and Mortgagee shall provide upon Mortgagee's request, and at Mortgagee's expense, all evidence satisfactory to Mortgagee of said insurance coverages, which coverages shall also provide for ten (10) days prior written notice to Mortgagee of any cancellation or material modification of insurance; (d) Mortgagee will not sell, mortgage, transfer, encumber, or otherwise dispose of the said premises without the prior written consent of Mortgagee, or allow any waste of said premises to be permitted during the continuance of this mortgage; (e) Mortgagee will make payment of all mechanics' liens, workmen's judgment, or tax liens which may be levied or assessed against Mortgagee, or with respect to the said premises, and Mortgagee will make payment of any sums due under the terms of any valid mortgage covering said premises; (f) Mortgagee will perform all acts, execute all documents, and furnish all information requested by Mortgagee with respect to any matter referred to herein; (g) Mortgagee will pay any amount or do any act required of Mortgagee hereunder in said premises, and Mortgagee may, in its discretion, for the account and expense of Mortgagee, pay any amount or do any act required of Mortgagee hereunder or requested by Mortgagee to preserve, protect, maintain, and enforce the said indebtedness or the security in the said premises granted in this mortgage, and which Mortgagee fails to do or pay, including, but without limitation, the payment of all insurance premiums, costs, taxes, levies, charges, assessments, or water rates. All such amounts so paid by Mortgagee shall bear interest computed at the highest lawful contract rate and shall be payable by Mortgagee upon demand; and the amount so paid and the cost of such additional indebtedness secured hereby, up to any time Mortgagee may sell, pledge, negotiate, assign and deliver or otherwise dispose of the Note, the Installation Contract and this mortgage, with coupon transferee shall be vested with full power and rights of the Mortgagee with respect to same.

IN CASE the Mortgagor shall fail to pay any said indebtedness when due or if Mortgagor shall fail to observe or perform any of the terms, conditions, covenants, or agreements of this mortgage, or the Note or Installation Contract or any other agreements between Mortgagee and Mortgagor or if any repayment or satisfaction or payment of fact made to Mortgagee at any time by Mortgagor is false or misleading in any material respect or if the Mortgagee shall become insolvent, however defined, or evidenced or commit an act of bankruptcy or make an assignment for the benefit of creditors or appoint a receiver, or if the Mortgagee shall be filed by or against the Mortgagor any petition for relief under the bankruptcy laws of the United States or under any insolvency, reorganization or liquidation law or statute or any jurisdiction, or if any petition or application to any court or tribunal, at law or in equity, to be filed by or against the Mortgagee for the appointment of any receiver or trustee for the Mortgagor or any part of the property of the Mortgagor, or if such receiver or trustee be appointed, the Mortgagee may, at its option, declare or cause to be declared, immediately due and payable, without notice to or demand upon the Mortgagor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders. THIS MORTGAGE shall be binding upon the heirs, executors, administrators, successors, and legal representatives of Mortgagee, and shall inure to the benefit of the successors, assigns, and assigns of this Mortgagee.

Dated this 23rd day of January 1975  
X Richard H. Surbeck (Mortgagor (husband)) (SEAL)  
X Corinne L. Surbeck (Mortgagor (wife must sign)) (SEAL)  
 (Type or print names beneath signatures)



STATE OF WASHINGTON  
 County of Clallam

On this day personally appeared before me Richard H. and Corinne L. Surbeck to me known to be the individual 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 23rd day of January 1975  
 My commission expires 12-2-78  
Jack O. Brooks  
 Notary Public in and for said county and state.



in 108 consecutive monthly installments, each installment in the amount of \$ 62.96, except the final installment which shall be \$ 62.96, commencing MAR 3 1975 and continuing monthly thereafter in like manner. The Note and installment Contract also providing for delinquency and collection charges.

NOW, THEREFORE, to secure the payment and performance by Mortgagor of the Note and the installment Contract and the performance of the covenants herein contained and to induce Mortgagee to enter into the installment Contract with the Mortgagor, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Mortgagor does hereby mortgage to Mortgagee, his heirs, executors, administrators, successors or assigns, the following real estate situated at RF 2 - Box 499 Waukegan in the County of Skamania, State of Washington, more particularly described, to wit: attached separate paper

being and intended to be the same premises conveyed to Mortgagor by deed dated \_\_\_\_\_ and recorded on \_\_\_\_\_ 19 \_\_\_\_\_ in the office of the \_\_\_\_\_ of \_\_\_\_\_ in Vol. \_\_\_\_\_ at page \_\_\_\_\_. The above described real property is not principally used for agricultural or farming purposes.

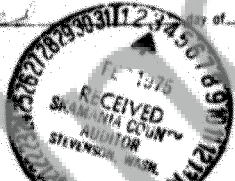
TOGETHER WITH the improvements, hereditaments, appurtenances, tenements, rents, issues, profits, water rights, and other rights or privileges now or hereafter belonging to or used in connection with the premises above described, and all fixtures now or hereafter installed or used in connection with said property, all of which shall be construed as part of the realty, and shall not be removed without prior written consent of Mortgagee. This mortgage shall also secure amendments, extensions, and renewals of the said indebtedness, and any Note or Notes, and the payment, performance and observance of all other indebtedness, obligations, and liabilities of any kind of Mortgagor to Mortgagee, its successors and assigns, now existing or hereafter arising, and all instruments executed and delivered as evidence thereof.

And the Mortgagor promises and agrees (not to) Mortgagor will pay all taxes, assessments and other charges that may be levied, assessed, or charged against the said premises, when due and payable according to law and before they become delinquent; (b) Mortgagor will keep all buildings, foundations and parts in good repair; (c) Mortgagor will obtain and maintain fire and extended insurance on said property and other insurance requested by the Mortgagee with insurance company or companies satisfactory to Mortgagee, with loss payable to the Mortgagee, and Mortgagor shall provide, upon Mortgagee's request, all certificates or other evidence satisfactory to Mortgagee of said insurance coverages, which coverages shall also provide for ten (10) days prior written notice to Mortgagee of any cancellation or material modification of insurance; (d) Mortgagor will not sell, mortgage, transfer, encumber, or otherwise dispose of the said premises without the prior written consent of Mortgagee; or allow any waste of said premises to be permitted during the continuance of this mortgage; (e) Mortgagor will make payment of all mechanical, materialmen's, workmen's, judgment or tax liens, which may be levied or assessed against Mortgagor, or with respect to the said premises, and Mortgagor will make payment of any sums due under the terms of any real estate mortgage covering said premises; (f) Mortgagor will, at its own expense, perform all acts, execute all documents, and furnish all information requested by Mortgagee with respect to any matter referred to herein, or to evidence, perfect, maintain, and enforce Mortgagee's security in said premises; and Mortgagee may in its discretion, for the account and expense of Mortgagor, pay any amount or do any act required of Mortgagor hereunder or requested by Mortgagee to preserve, protect, maintain, and enforce the said indebtedness or the security in the said premises created in this mortgage, and which Mortgagor fails to do or pay, including, but without limitation, the payment of any insurance premiums, taxes, levies, assessments, or water rates. All such amounts so paid by Mortgagee shall bear interest computed at the highest lawful contract rate, and shall be payable by Mortgagor upon demand and the amount so paid shall be so much additional indebtedness secured hereby; (g) At any time Mortgagee may sell, pledge, mortgage, assign, or deliver or otherwise dispose of the Note, the Installment Contract and this mortgage, whereupon transferee shall be vested with full powers and rights of the Mortgagee with respect thereto.

IN CASE the Mortgagor shall fail to pay any said indebtedness when due or if Mortgagor shall fail to observe or perform any of the terms, conditions, covenants or agreements of this mortgage, or the Note or Installment Contract or any other agreement between Mortgagor and Mortgagee, or if any representation or statement of fact made to Mortgagee at any time by Mortgagor is false or fraudulent in any material respect, or if the Mortgagor shall become insolvent, however defined or evidenced or commit an act of bankruptcy or make an assignment for the benefit of creditors or appoint a committee of creditors, or if there shall be filed by or against the Mortgagor any petition for relief under the bankruptcy laws of the United States or under any insolvency, reorganization or liquidation law or statute of any jurisdiction, or if any petition or application to any court or tribunal of law or in equity, be filed by or against the Mortgagor for the appointment of any receiver or trustee for the Mortgagor or any part of the property of the Mortgagor, or if such receiver or trustee be appointed, the Mortgagor may, at its option, declare any part or the entire indebtedness secured hereby, immediately due and payable, without notice to or demand upon the Mortgagor.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders. THIS MORTGAGE shall be binding upon the heirs, executors, administrators, successors, and legal representatives of Mortgagor, and shall inure to the benefit of the successors, endorsees, and assigns of this Mortgagee.

Dated this 23 day of January, 19 75



X Richard H. Foreman (Mortgagor husband) (SEAL)  
X Corinne V. Foreman (Mortgagee) (SEAL)  
(Type or print names beneath signatures)

STATE OF WASHINGTON  
County of Skamania

On this day personally appeared before me Richard H. and Corinne V. Foreman

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they executed 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 23 day of January, 19 75  
My commission expires 12-2-78  
Jack A. B. ... Notary Public in and for said county and state.

"WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in Skamania County, State of Washington  
That portion of the North half of the Northeast Quarter (N $\frac{1}{2}$  NE $\frac{1}{4}$ ) of Section 19, Township 2 North, Range 5 E.M.M., described as follows:  
Beginning at the Northwest corner of the N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the said section 19; thence South 440 feet; thence East 1480 feet; thence North 440 feet; thence West 1480 feet, more or less, to the point of beginning  
SUBJECT to easement and rights of way for electric power transmission lines granted to PUD # 1 of Skamania County, by deed dated Oct. 14, 197 recorded Nov. 15, 1970, page 368 of Book 62 of Deeds, under Auditor's File No. 72907, records of Skamania County, Wash.;  
SUBJECT to Easements and rights of way, if any, for public roads over and across the real estate above described.