1413.3

## MORTGAGE

The Mortgagors, JAMES D. GRIMMETT AND CARMELITA A. GRIMMETT, busband and wife of Stevenson, Washington hereby mortgage to VANCOUVER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation, located at Vancouver, Washington, MORTGAGEE, the following described real property situate in the County of Skamania . State of Washington

Lot 28 of Block One of WOODARD MARINA ESTATES according to the official plat thereof on file and of record at pages 114 and 115 of Book A of Plats, Records of Skamania County, Washington; TOGETHER WITH shorelands of the second class conveyed by the State of Washington and fronting and abutting upon the said Lot 28.

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

THIRTY—THREE THOUSAND DOLLARS AND NO/LY2—thereby, which principal sum and the interest thereon is repayable and the interest thereon at the rate as shown in the note se in friendly installments at therein set forth beginning on the fifteenth day of May 19 75, in equal monthly installments at therein set forth beginning on the fifteenth day of May 19 75. and payable on the fifteenti day of each month theteafter, according to the terms and conditions of the aforesaid promissory note bearing even date herewith.

and payable on the fiftoenth.

In Mortgagers, for themselves and for their heirs and assigns, have coveranted and agreed, and do hereby promissory note bearing even date herewith.

The Mortgagers, for themselves and for their heirs and assigns, have coveranted and agreed, and do hereby coverant and agree to and with the said Mortgager, its successors or assigns, as follows. They have a valid and one-compared title in fee single research profestes, they have the right to mortgage the same; they will not suffer on permits and combined title in fee single research profestes, they have the right to mortgage the same; they will not suffer on permits and on building or other exponence at will be removed or demonstrate that shall have precedence over this nortgage, and the taking and no building or other exponence or of time of payanet of said indebtedness, or any part thereof, shall, it and improve the troot of any cancer or removed or demonstrate, and indebtedness, or any part thereof, shall, it and improve the troot of any cancer or remove or security, or of any property that away occupy the place of a street, nor or impair the liability of any content of accounting and indebtedness is pain in full, and shall be remain a first and prior tent or all and perpetit and exposition and the perpetit of the street successing related to the shall have precisely released until said indebtedness is pain in full, and shall be remain a first and prior tent or all and preptity and exposity prepared or successors and may be requested by the behaviours of a successing and the taken and a successing and the taken and a successing and may be requested by the shall defent and the successing and may be requested by the shall have a successing an additional and the successing and may be requested by the shall have a successing the successing and may be requested by the shall have a successing the successing and the latest and the successing and the same and the shall be successed and this mortgage on said premises with a successing and

therefor on behalf both of the Mortgagor and his assigns and the Mertgagee.

At any time during the life of this facetgage, if any law of the State of Washington shall be enacted imposing or authorizing the imposition of any specific tax upon mortgages or upon principal or interest of moneys or notes secured by mortgages of by virtue of which the owner of the premises above described shall be darberized to pay any tax upon said moneys, note or mortgage, or either of them, and deduct the smount of such this from any such moneys, note or mortgage, or pay virtue of which any tax or assessment upon the mortgaged ptensies shall be chargetble against the owner of said moneys, note or which any tax or assessment upon the mortgaged ptensies shall be chargetble against the owner of said moneys, note or mortgage, or in the event the mortgage debt or the iscome detayed therefore becomes taxable under any law of the State of mortgage, or in the event the mortgage debt or the iscome detayed therefore becomes taxable under any law of the State of working any such that the provided of the state of mortgages, at any time was a state of the state of the Mortgages, at any time after the enactment of such law, shall become deep and immediately payable, whether due by lapse of time or not; provided, showever, that if notwithstanding any such law, the Mortgager may havefully and shall pay to or for the Mortgages, its successors and assigns, any such tax, this mortgage thall tensin the saim as if such law or laws had not been passed.

The interest rate fixed in this mortgage agency of more consideration that all escow yands will bear no interest, and.

The interest rate fixed in this trottgage is agreed upon in consideration that all escrew funds will bear no interest, and therefore, to more fully protect this mortgage, the Mortgage is, together with and in addition to the monthly installments of principal

and interest payable under the terms of the note secured hereby, will on the 15th day of each month until sad one is fully path, pay to the Mortgages the following sums: At the electron of the note secured hereby, will on the 15th day of each month until sad note is fully path, pay to the Mortgages the following sums: At the electron of the note secured hereby and the following terms: A the electron of the secured of the note secured hereby and the secured of the secured hereby and the secured hereby and the secured hereby and assessments will become relinquent, the secured hereby and assessments will become relinquent, such as a mounts to be held by the Mortgage in trust to pay pre-minus, takes and assessments as the relinquent, such as the original objection of the sums stated before one month the mounts to be held by the Mortgage in trust to pay pre-minus, takes and assessments, as herein stated.

(2) All sums to paid, being the amounts due on the original objective decodes and the sums stated in the paragraph.

amounts to be held by the Mortgagee in trust to pay premiums, taxes and special assessments, as herein stated.

(2) All sums so paid, being the amounts due on the original and secured hereby and the sums stated in this paragraph, shall be applied by the Mortgagee first to taxes, sassisments, life 12-d other hazard insurance premiums, then interest upon the note secured hereby, and the balance in amountation of the principal of said note.

If, by operation of law, interest apayment should be required on these funds, it shall be optional with the Mortgagee whether the monthly collection of the estimated amounts shall continue.

If the total of payments made under the provisions of this paragraph shall exceed the amount of the payments actually made for taxes, assessments of insurance pratiquems, as the case may be, such exceed the amount of the Mortgagee on subsequent for taxes, assessments of insurance pratiquems, as the case may be, such exceed the amount of the Mortgagee on subsequent payments to be made by the Mortgage, or may be applied upon the exceeding the Mortgagee any amount necessary to not sufficient to pay and items, the Militangora further agree that they wall pay to the Mortgagee any amount necessary to

make up such deficiency. Accordingly, if there should be a default made under the provisions of this mortgage exaulting in a public sale of the premises covered thereby, or if the Mortgages acquires the property in the property otherwise after default, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under this paragraph shall be applied as a credit against the amount of the principal then remaining due under said note.

Furthermore this mortgage also secures any advances which the Mortgagee may make to the Mortgagors, or their successors in title or interest, for any purpose, at any time before the release and cancellation hereof, but at no time shall such advances together with the balance remaining due upon the original obligation exceed the sums first secured hereby, nor shall the term of this mortgage be increased, providing, however, that nothing in this paragraph contained shall be considered as limiting the amounts that may be secured hereby when advanced to protect Mortgagee's security or in accordance with other covenants contained herein.

It is further mutually covenanted and agreed by and between the parties hereto, for themselves, their heirs, personal representatives, successors and assigns, that the owner and holder of this mortgage and of the promissory note secured thereby 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.

IT IS FURTHER EXPRESSLY AGREED. That should the said Mortgagors fail to make payment of any taxes or other charges payable by them as hereinbefore agreed, or sufter said premises to become subject to any lien or encumbrance having precedence to this mortgage, as hereinbefore provided against, the said Mortgagee may, at its option, make payment thereof and the amount so paid, with interest therein at the tate of 1.1. 3/1% per annum shall be added to and become a part of the delit secured by this mortgage, without waiver however, of any rights of said Mortgagee arising from the breach of any of said covenants. The Mortgagee may cillect a roundly late charge not to exceed two cents (2c) for each one dollar (\$1.00) of each payment more than ten (10) days in arrears to cover the extra expense involved in handing delinquent payments, without prejudice, however, to the Mortgagoe's right to consider each such delinquency as a breach of covenant by the Mortgagor.

payments; without prejudice, however, to the Mortgagee's right so consider each such definquency as a breach of covenant by the Mergagor.

In the event the security is sold either by died or contract of sale or inherwise conveyed to any person or party, and this mortgage debt remain unpaid at time of sale, then at the opinion of the Mortgagor, after written notice by United States Mail to the Mortgagor, the tate of interest upon the individences secured hereby shall from and after the date of exercise of the opinion, be increased to the extent of two percent or such lesser sum as the Mortgagee, after written notice by United States Mail to the Mortgagor, the tate of exercise of the opinion, be increased to the extent of two percent or such lesser sum as the Mortgagee, shall from and after the date of exercise of the opinion shall never be used to establish an interest rate in excess of the maximum allowed by law and if this mortgage is assumpted, Mortgagee's assumption fee or insurance transfer charge shall be paid by assuming party.

While not in default, the Mortgagoris may follect and croop the tents, issues and profits pledged hereby, but in case of default in any payment, or any detault under provisions undertaken by the Mortgagers hereby, the Mortgagee's assumption of said property, and apply the balance, less reasonable cases of collection, upon the indefinedness in early court during all delinquent payments, shall have been tally discharged.

In the event out is instituted to effect such foreclosine, the said Mortgagee, its successors or assigns, may recover therein as Attorney's feets such sum as the Guart may adjudge reasonable and shall pay such reasonable cost of secretion, i.e., shall be such and abstracting the same as necessarils may be incurred in foreclosine this in originger or distributing the same as necessarils may be incurred in foreclosine this in originger or distributing the same as necessarils may be incurred in foreclosine thin a originger or distributing the same as necessarils may b

final determination of such sint or proceeding.

Wherever the trial mortgagors, occurs beton it sold, mean mortgagor, whom only one person executes this document, and the hability becomes a shall be north out several. Dated at Physiques, Washington, Washington, March 31, A. D. 1975 AMES D. GRIMMETT AND CARYBUTTA NCOUVER FEDERAL SAVINGS VALICOUVER FEDERAL SAVINGS ND LOAN ASSOCIATION GRIMETT, husband and Skamania Cty Title#6874 Vancouver, Washington AND LOAN ASSOCIATION 530-00 N PC DX O. Brix Ż 1 15 tr. 33

STATE OF WASHINGTON, COUNTY OF CLARK

On this day personally appeared before me. JAMES D. GRIMMETT AND CARMELITA A. GRIMMETT, husband and wife

to me known to se the individual & described herein and who executed the within and foregoing instrument, and acknowledged

tlat they 'signed the same as their free and voluntary act and deed, for the

uses and putfidles therein mentioned.

Mor toy frand and official scal this

31st March . A. D. 1975

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