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MORTGAGE

The Mortgagors, James P. Butler and Mary E. Butler, husband and wife,
of Skamania, Washington

Skamania
County, State of Washington,
Hereby mortgage to Riverview Savings Association, a Washington corporation, the following described real property situated in Skamania County, State of Washington, to-wit:

The south 440 feet of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$); that portion of the south 440 feet of the Northwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) lying westerly of County Road No. 1011 designated as the Duncan Creek Road; and that portion of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) lying northerly of County Road No. 1010 designated as the Franz Road; all in Section 33, Township 2 North, Range 6 E. W. M.; EXCEPT that portion thereof described as follows: Beginning at an iron pin marking the southwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the said Section 33; thence north 01° 49' 30" east along the west line of said sub-division 440.06 feet; thence south 89° 06' 35" east 525.07 feet; thence south 01° 49' 30" west 831.7 feet to the center line of County Road No. 1010 designated as the Franz Road; thence westerly following the center line of said Franz Road 560 feet, more or less, to the west line of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the said Section 33; thence north 01° 49' 30" east 471.38 feet to the point of beginning.

SUBJECT TO easements and rights of way of record.



and all interest or estate therein that the mortgagors 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 mirrors, ovens, cooking ranges, refrigerators, dishwashers and cupboards and cabinets, and all trees, gardens and shrubbery, and all or 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 within described mortgaged property is not used principally for agricultural or farming purposes.

All to secure the payment of the sum of TWENTY TWO THOUSAND AND NO/100-----

(\$ 22,000.00) Dollars

with interest thereon, and payable in monthly installments of \$ 199.94 each month beginning on the 10th day of June 1975, and payable on the 10th day of each month thereafter, according to the terms and conditions of one certain promissory note bearing even date herewith.

This mortgage lien shall continue in force and exist as security for any and all other advances which may hereafter be made by the Mortgagee 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 Mortgagee.

The Mortgagors hereby (jointly and severally if more than one) covenant and agree with the Mortgagee as follows:

That the Mortgagors have a valid, unencumbered title in fee simple to said premises, and will warrant and forever defend the same against the lawful claims and demands of all person whomsoever.

That the Mortgagors 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 Mortgagors will pay said promissory note according to its terms. Should the Mortgagors fail to pay any installment of principal or interest provided for 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 Mortgagee, become immediately due and payable. Should the Mortgagors fail to pay any sum which they are required to pay, the Mortgagee 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 10% per annum shall become immediately payable to the Mortgagee and shall be secured by this mortgage. Any payments made by the Mortgagors upon the indebtedness secured by this mortgage may be applied as the Mortgagee may elect either upon the amount which may be due upon said promissory note or upon any amount which may be due under the provision of this mortgage.

That the Mortgagors will keep all buildings thereon continuously insured against loss or damage by fire and such other hazards as the Mortgagors may specify to the extent of the amount due hereunder, in some responsible insurance company or companies satisfactory to the Mortgagee, and for the protection of the latter, and that the Mortgagors will cause all insurance policies to be suitably endorsed and delivered to the Mortgagee, together with receipts showing payment of all premiums due therefor, and that the Mortgagors will keep no insurance on said building other than as stated herein. That it shall be optional with the Mortgagee 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 Mortgagors; but in no event shall the Mortgagors be held responsible for failure to have any insurance written or for any loss or damage insured 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 Mortgagee is authorized to compromise and settle any claims for insurance, and to receipt therefor on behalf both of the Mortgagors and their assigns and the Mortgagee.

That the Mortgagors 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. And to assure prompt payment the Mortgagors agree to pay to the Mortgagee monthly budget payments estimated by the Mortgagee to equal one-twelfth of the annual insurance premiums, taxes, assessments, and other governmental levies which are or may become due upon the mortgaged premises, or upon this mortgage or the note secured hereby, the amount of such payments to be adjusted from time to time as conditions may require. The budget payments so accumulated may be applied by the Mortgagee to the payment of such taxes, assessments, or levies. In the amounts shown by the official statements thereof, and to the payment of insurance premiums in the amount actually paid or incurred therefor. And such budget payments are hereby pledged to the Mortgagee as collateral security for full performance of this mortgage and the note secured hereby and the Mortgagee may, at any time, without notice, apply said budget payments upon any sums delinquent upon said note or under the terms of this mortgage.

In any action brought to foreclose this mortgage or to protect the lien hereof, the Mortgagee shall be entitled to recover from the Mortgagors 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 Mortgagee, and a receiver may be appointed at the Mortgagee's 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 party obligated to pay such indebtedness.

Wherever the terms "mortgagors" occur herein it shall mean "mortgagor" when only one person executed this document, and the liability hereunder shall be joint and several.

Stevenson
Dated at ~~Coeur~~ Washington May 7,

A. D. 1975

James P. Butler
James P. Butler

Mary E. Butler
Mary E. Butler

STATE OF WASHINGTON,
County of ~~Coeur~~ Skamania

On this day personally appeared before me James P. Butler and Mary E. Butler, husband and wife, 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 7th day of May, A. D. 1975

Thomas M. Cooper
Notary Public in and for the State of Washington
residing at ~~Coeur~~ Stevenson

1975

MORTGAGE

JOHN No. 5719

FROM
JAMES P. BUTLER
and
MARY E. BUTLER

TO

Riverview Savings Association
Coeur, Washington

STATE OF WASHINGTON
COUNTY OF SKAMANIA

BEFORE ME, Notary Public, on this day

1975, I have signed this instrument

in the presence of the undersigned

Witnesses, who have signed the same

in the presence of me, Notary Public

and have acknowledged to me that they executed the same

for the purposes and consideration therein expressed.

My commission expires May 12, 1975

My

Notary Public

for the State of Washington

Co. M. Cooper

Stevenson

May 7, 1975

Notary Public

for the State of Washington

Stevenson

May 7, 1975

Notary Public

for the State of Washington

Stevenson

Mail To

Riverview Savings Association
Coeur, Washington

REGISTERED
APR 10 1975
NOTARY
FILED
APR 10 1975