

## MORTGAGE

The Mortgagors, JOHN C. LOFBERG AND JENNIFER SUE LOFBERG, husband and wife  
of Stevenson, Washington

## Skamania

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

Lot 3 of COLUMBIA HEIGHTS according to the official plat thereof on file  
and of record at page 136 of Book 4 of Plats, Records of Skamania  
County, Washington;

TOGETHER WITH that portion of the said platted property lying between  
the easterly line of \* e said Lot 3 produced south 00°20' east and the  
westerly line thereof produced south 00°20' east and extending from the  
southerly line of said t 3 to the northerly line of Cedar Street as  
shown on said plat.

Subject to right of way for a natural gas pipeline acquired by El Paso  
Natural Gas Company, a corporation, as described in a right of way  
contract dated January 6, 1956, and recorded February 16, 1956, at  
Page 165 of Book 41 of Deeds, under Auditor's File No. 50079, Records  
of Skamania County, Washington.

Also subject to building restrictions and restrictive covenants imposed  
on the plat of Columbia Heights by an instrument dated November 1, 1966,  
and recorded June 16, 1969, at Page 491 of Book 60 of Deeds, under  
Auditor's File No. 71119, Records of Skamania County, Washington.

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

All to secure the payment of the sum of THIRTY TWO THOUSAND EIGHT HUNDRED AND NO/100\*\*

\*\*\*\*\* \$ 32,500.00 Dollars

with interest thereon, and payable in monthly installments of \$ 276.33

beginning on the 15th day of November, 1975, and payable on the 1st day of each month thereafter, according to the terms and conditions of one certain promissory note bearing even date herewith.

This mortgage loan shall continue in force and exist as security for any and all other advances which may hereafter be made by the Mortgagors to the Mortgagor, and shall continue in force and exist as security for any debt now owing, or hereafter to become owing, by the Mortgagors to the Mortgagor.

The Mortgagors hereby (jointly and severally if more than one) covenant and agree with the Mortgagor 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 persons 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 an amount 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 Mortgagor, become immediately due and payable. Should the Mortgagors fail to pay any sum which they are required to pay, the Mortgagor 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 Mortgagor 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 Mortgagor may elect either upon the amount which may be due upon said promissory note or upon any amount which may be due under the provisions 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 Mortgagor may specify to the extent of the amount due hereunder, in some responsible insurance company or companies satisfactory to the Mortgagor, and for the protection of the latter, and that the Mortgagors will cause all insurance policies to be suitably endorsed and delivered to the Mortgagor, 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 Mortgagor to name the company or companies and the amounts thereby 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 Mortgagor; but in no event shall the Mortgagor be held responsible for failure to have any insurance written or for any loss or damage growing 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 Mortgagor 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 Mortgagors.

"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 Mortgagor monthly budget payments estimated by the Mortgagor 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 Mortgagor 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 by the Mortgagors as collateral security for full performance of this mortgage and the note secured hereby and the Mortgagors 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 Mortgagor 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 Mortgagor, and a receiver may be appointed at the Mortgagor'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.

Dated at Camas, Washington

June 9

A. D. 1975

*John C. Lofberg*  
John C. Lofberg

*Jennifer Sue Lofberg*  
Jennifer Sue Lofberg

STATE OF WASHINGTON,  
County of Clark,

On this day personally appeared before me John C. Lofberg and Jennifer Sue Lofberg, husband and wife, to me known to be the individuals 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 9<sup>th</sup> day of June, 1975

, A. D.

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

78415

MORTGAGE

Loan No. 5751

from

John C. Lofberg  
and  
Jennifer Sue Lofberg

to

Riverview Savings Association  
Camas, Washington

State of Washington On 9<sup>th</sup> SC  
CO. 11 C. S. Lofberg  
I, John C. Lofberg, do solemnly swear that the above  
is true to the best of my knowledge and belief.

I, John C. Lofberg, do solemnly swear that the above  
is true to the best of my knowledge and belief.

I, John C. Lofberg, do solemnly swear that the above  
is true to the best of my knowledge and belief.

I, John C. Lofberg, do solemnly swear that the above  
is true to the best of my knowledge and belief.

Mail To

Riverview Savings Association  
Camas, Washington