

## MORTGAGE

The Mortgagors, Billy Dean Lyons and Martha Marie Lyons, husband and wife  
of Stevenson

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

## Parcel No. 1

A tract of land located in the westerly portions of Government Lots 1 and 4 of Section 27, Township 3 North, Range 8 E.W.M., and being more particularly described as follows: Beginning at a point in the center of County Road No. 3000 designated as the Berge Road on the north line of the William M. Murphy D.L.C. No. 37 located in Section 27, Township 3 North, Range 8 E.W.M., said point being easterly 789 feet from the northwest corner of said Murphy D.L.C.; thence along the center line of the Berge Road north 18° 00' east 133.5 feet; thence north 20° 58' west 215.7 feet; thence north 49° 15' east 325.1 feet; thence south 84° 18' east 165.4 feet; thence leaving said road north 28° 07' east 319.5 feet; thence north 03° 31' west 333.6 feet to a point in the center of the old County Road leading to Wind River; thence following the center line of said County Road north 66° 21' west 70.5 feet; thence north 51° 43' west 185.3 feet; thence north 70° 40' west 344.7 feet; thence north 47° 31' west 354.9 feet; thence north 41° 38' west 389.9 feet; thence north 24° 49' west 175.3 feet; thence north 67° 25' west 127.3 feet to a point on the west line of Government Lot 1 of Section 27, said point being 467.7 feet south of the northwest corner of said Lot 1; thence south 681.5 feet, more or less, along the west boundary of said Lot 1 to the Government meander line on the east side of Wind River; thence southerly along said meander line a distance of 1,851 feet, more or less, to the north-west corner of said Murphy D.L.C.; thence easterly along the north boundary of the Murphy D.L.C. 789 feet to the point of beginning.

## Parcel No. 2

A tract of land located in the William M. Murphy D.L.C. No. 37 described as follows: Beginning at a point marked by an iron pipe on the east boundary of said Murphy D.L.C. north 1,239 feet from the intersection of said east boundary with the south line of Section 27, Township 3 North, Range 8 E.W.M.; thence north, 69° 23' west 252.2 feet; thence south 18° 18' west 188.4 feet; thence north 54° 36' west 132 feet; thence north 47° 31' west 91.7 feet; thence north 60° 41' west 881.4 feet; thence north 55° 38' west 123.9 feet, more or less, to a point on the Wind River Survey for the Skamania Boom Company; thence north 90° 17' east 109 feet along said Wind River Survey to a 40 inch cottonwood tree; thence north 84° 28' east 89.5 feet; thence north 19° 17' west 471.0 feet; thence north 28° 31' east 260 feet; thence south 82° 43' west 107 feet; thence north 44° 15' east 193.5 feet to a point on the north boundary of said Murphy D.L.C., said point being east 447.03 feet from the north-west corner of said D.L.C.; thence east along the north boundary of said D.L.C. 298 feet, more or less, to the easterly right of way line of County Road No. 3000 designated as the Berge Road; thence following south and southeasterly along said easterly right of way line of said county road 1,705 feet, more or less, to an intersection with the east boundary of said D.L.C.; thence south along the east boundary of said D.L.C. 222 feet, more or less, to the point of beginning.

SUBJECT TO easements and rights of way of record.

*Billy Dean Lyons*  
Billy Dean Lyons

*Martha Marie Lyons*  
Martha Marie Lyons



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

All to secure the payment of the sum of THIRTY NINE THOUSAND DOLLARS AND NO/100-----

(\$ 39,000.00 ) Dollars.

with interest thereon, and payable in monthly installments of \$ 419.10 each, month

beginning on the 10th day of August, 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, unincumbered title in fee simple to said premises, and will warrant and forever defend the same against the lawful claims and demands of all person whatsoever.

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 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 Mortgagee 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 accept or reject 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 Mortgagee 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 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.

Dated at Camas, Washington July 3,

A. D. 1975

Stevenson

SEARCHED	INDEXED
SERIALIZED	FILED

Billy Dean Lyons

Martha Marie Lyons

STATE OF WASHINGTON,  
County of Clark Skamania

On this day personally appeared before me Billy Dean Lyons and Martha Marie Lyons, 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 3rd day of July, A. D. 1975

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

# MORTGAGE

Loan No. 5777

FROM

Billy Dean Lyons

and

Martha Marie Lyons

TO

Riverview Savings Association  
Camas, Washington

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

R. J. Stevenson

AT 9:30 A.M. July 9, 1975

WAS RECORDED IN BOOK 52

OF 173 AT 2:46-2:59

RECORDS OF SKAMANIA COUNTY, WASH.

BY J. P. P. P.

COUNTY AUDITOR

DEPT. 7

Mail To

Riverview Savings Association  
Camas, Washington