

## MORTGAGE

**This Indenture**, Made this 3rd day of July, A. D. 1975  
by and between

Ansie Kauskalis and Tince Kauskalis,  
husband and wife,

hereinafter called the Mortgagor(s), and  
OREGON MUTUAL SAVINGS BANK, an Oregon corporation, hereinafter called the Mortgagee.

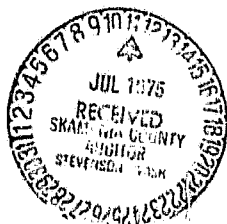
**Witnesseth**, That, whereas, the Mortgagee has loaned to the Mortgagor(s) the full sum of

Twenty Thousand and No/100----- DOLLARS,  
which sum the Mortgagor(s) agree to repay to the Mortgagee, with interest, all in lawful money of the United States,  
according to the tenor and effect of a certain promissory note for said sum executed and delivered by the Mortgagor(s)  
to the Mortgagee, which said note is payable in monthly installments commencing on the  
1st day of September, 1975, and on the 1st day of each  
month thereafter, and the balance of said principal sum, with interest due and payable on the 1st day of August,  
2000,

**Now, Therefore**, in consideration of said loan, and for the purpose of securing the payment of said several sums  
of money and interest specified in said note, and the faithful performance of all the covenants therein and herein contained,  
the Mortgagor(s) do hereby grant, bargain, sell and convey unto the Mortgagee, its successors and assigns forever,  
all of the following described real property situated in the County of Skamania and  
State of Washington, to-wit:

Lot 22 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 22.



Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging and the reversion and reversions, remainders, rents, issues and profits thereof; including as a part of said real property all wall-to-wall carpeting, mantels, awnings, door and window screens, window shades, linoleum, wall and closet beds, chandeliers, furnaces, boilers, oil burners, hot water tanks and heaters, and elevators, also all plumbing, heating, lighting, cooking, refrigerating, sprinkling, and ventilating apparatus or equipment, and power and water systems, now or hereafter installed or placed upon, or used in connection with, said real property or the buildings located thereon, all of which said items are hereby made fixtures thereto.

NEVERTHELESS, this conveyance is intended as a Mortgage to secure the payment of the several sums of money and interest specified in said note hereinbefore mentioned, and the performance of the covenants and conditions therein and herein contained; upon the full payment of which said sums and the full and complete performance of which said covenants and conditions, as herein required, this conveyance shall be null and void, otherwise it shall be and remain in full force and effect.

And the Mortgage(s) covenant that the Mortgageor(s) are the owners in fee simple of said real property; that it is free from all liens and incumbrances; that the Mortgageor(s) will pay all of said sums of money specified in said note, including principal and interest, at the times therein stated; that the Mortgageor(s) will pay all taxes and assessments which now are or may hereafter be assessed or levied against the Mortgagee, its successors or assigns, on account of this mortgage or the note or debts secured hereby, and all taxes and assessments which now are or may hereafter be levied upon or against the said property, and any and all liens, charges or incumbrances which now have or hereafter may have precedence over this mortgage, when the same become due and payable, and before any interest or penalty accrues thereon; that the Mortgageor(s) will not commit or permit any strip or waste on the said property; that the Mortgageor(s) will keep the said property free from statutory liens of every kind; and that the Mortgageor(s) will not do or suffer to be done anything that may in any way impair or weaken the security hereby created.

The Mortgageor(s) further covenant that they will keep the buildings erected and to be erected upon the said property insured against loss by fire in the sum of \$1,000,000.00, in a company or companies to be approved by the Mortgagee, the policy or policies to be delivered, and the loss, if any, made payable to such Mortgagee, as its interests may appear; and, if and when required by the Mortgagee, the Mortgageor(s) will insure said buildings in such other forms and amounts of insurance, including war damage insurance, as may be demanded by the Mortgagee, with loss payable clauses as aforesaid, and deliver the policy or policies thereof to the Mortgagee.

And it is expressly agreed and provided by and between the parties hereto, that if the Mortgageor(s) shall fail or neglect to insure said buildings as aforesaid, or pay the premium or premiums for such insurance, or shall fail or neglect to pay any of said taxes, assessments, liens, charges or incumbrances having precedence over this mortgage, as above provided, the Mortgagee may effect and pay for such insurance, or pay any of such taxes, assessments, liens, charges or incumbrances having precedence over this mortgage; and any and all such sums so paid by the Mortgagee shall be secured by this mortgage and shall at once become due and payable from the Mortgageor(s) to the Mortgagee and bear interest at the rate of ten per cent per annum until repaid.

The mortgagee may collect a late charge not to exceed an amount equal to four per cent (4%) of any total monthly payment which is not paid within fifteen (15) days of the due date thereof to cover the extra expense involved in handling such delinquent payment.

In addition to the monthly installments of principal and interest payable under the terms of the note secured hereby, the mortgageors will pay to the mortgagee on each payment date until the said note is fully paid, a sum equal to 1/12 of the premiums that will become due and payable on policies of fire and other hazard insurance covering the mortgaged property plus taxes and assessments next due on the mortgaged property, all as estimated by the mortgagee, to be held by the mortgagee in trust without liability to pay interest thereon, to pay said premiums, taxes and assessments.

If the total of the payments made by the mortgageors shall exceed the amount of payments actually made by the mortgagee for taxes, assessments, fire and other hazard insurance premiums, such excess shall be credited by the mortgagee on subsequent payments to be made by the mortgageors. If, however, the monthly payments made by the mortgageors shall not be sufficient to pay such taxes, assessments, fire and other hazard insurance premiums, as the case may be, when the same shall become due and payable, then the mortgageors shall pay to the mortgagee any amount necessary to make up the deficiency, on or before the date when payments of such taxes, assessments, fire and other hazard insurance premiums shall be due. If the mortgageors fail to pay to the mortgagee any amount necessary to make up the deficiency within the time specified, the mortgagee may, at its option, pay the same and the amount so paid, with interest at the rate of 10% per annum shall be added to and become a part of the indebtedness secured by this mortgage, without waiver of any rights arising from breach of any of the covenants hereof. If there shall be a default under any of the provisions of this mortgage and the mortgagee shall commence proceedings to foreclose the same, the mortgagee shall apply at the time of the commencement of such proceedings, the balance then remaining in the funds accumulated pursuant to this paragraph as a credit against the amount of principal then remaining unpaid under the note secured by this mortgage.

But it is expressly provided that time and the exact performance of all the conditions of this mortgage are of the essence of this contract, and in case default be made in the payment of any of said sums of money when due and payable, as above provided, either of the principal or any installment of interest, or any portion thereof, or of any of the said fire insurance premiums, taxes, assessments, liens, charges or incumbrances, or in the performance of any of the covenants or conditions herein provided on the part of the Mortgagor(s), then the whole of the principal sum and the interest accrued at the time default is made, and all other sums which the holder of this mortgage shall have paid or become liable to pay as hereinbefore mentioned, shall, at the option of such holder thereof, become immediately due and payable without demand or notice, and this mortgage may be foreclosed at any time thereafter without notice.

And it is also expressly agreed that if any suit is instituted to effect such foreclosure, by reason of any such default, the party to such suit holding this mortgage may recover therein as attorney's fees such sum as the court may adjudge reasonable in such suit or action and any appeal therein, together with the costs incurred or paid by such party for continuation of abstract or title search from the date of this mortgage to the date of instituting such foreclosure suit, in addition to the costs and disbursements allowed by law, and said attorney's fees and other costs shall be secured by this mortgage.

It is further expressly agreed that in case any suit or action is instituted to foreclose this mortgage, the Court shall, upon motion of the party holding this mortgage, appoint a Receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure; the same to be applied, less the expense of such receivership, to the payment of the amount due under this mortgage.

If the mortgagee is made or becomes a party to any suit or action, by reason of the mortgage or the conditions herein secured, the mortgagor will pay all expenses incurred by the mortgagee therein, including a reasonable attorney's fee.

In Testimony Whereof, the Mortgagor(s) have hereunto set their hand and affixed their seal the day and year first above written.

EXECUTED IN THE PRESENCE OF

X. Ansis Kauskalis (SEAL)  
Ansis Kauskalis

(SEAL)

X. Tince Kauskalis (SEAL)  
Tince Kauskalis

(SEAL)

STATE OF Oregon }  
County of Multnomah } ss.

**Be it Remembered,** that on this 2nd day of July, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named

Ansis Kauskalis and Tince Kauskalis

the identical individual described in and who executed the within instrument, and acknowledged to me that t he y known to me to be executed the same freely and voluntarily.

**In Testimony Whereof,** I have hereunto set my hand and notarial seal the day and year last above written.

William R. Baker  
Notary Public for

My commission expires 7-11-76

19991

# Mortgage

Coburns for Taxes, Insurance, Etc.

TO  
OREGON MUTUAL SAVINGS BANK  
(An Oregon Corporation)

STATE OF WASHINGTON }  
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING FILED SINCE

W. R. Baker  
OF Washington

AT 02005 & July 11 1975

WAS RECORDED IN BOOK 52

AT 2:52 PM

RECORDS OF SKAMANIA COUNTY, WASH.

W. R. Baker  
COUNTY AUDITOR

W. R. Baker  
DEPUTY

RETURN TO  
OREGON MUTUAL SAVINGS BANK  
234 S. W. BROADWAY  
PORTLAND, OREGON 97205