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BOOK 52 PAGE 577 4-20-79



WASHINGTON MUTUAL SAVINGS BANK

CONSUMER LOAN DIVISION (M. H. Mortgage)

THIS INSTRUMENT IS FOR THE RECORDER'S USE ONLY CITY OF SKAGANAWIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY

Paul E. Fenner

OF *Skagania, Washington*

AT *Skagania, Washington*

WAS RECORDED IN BOOK

OF _____ AT PAGE

RECORDS OF SKAGANAWIA COUNTY, WASH.

Paul E. Fenner COUNTY AUDITOR

Filed for Record at Request of

NAME WASHINGTON MUTUAL SAVINGS BANK

ADDRESS 1201 Main Street

CITY AND STATE Vancouver, Washington 98650

REGISTERED INDEXED I.R. INDIRECT RECORDED CLIPPED MAILED

MORTGAGE

THE MORTGAGORS, PAUL E. FENNER AND SUZANNE K. FENNER***

THE MORTGAGORS, PAUL E. FENNER AND SUZANNE K. FENNER, of the County of Skagania, State of Washington, do hereby certify that the mortgagors may hereafter acquire title to the herein described property hereinafter described.

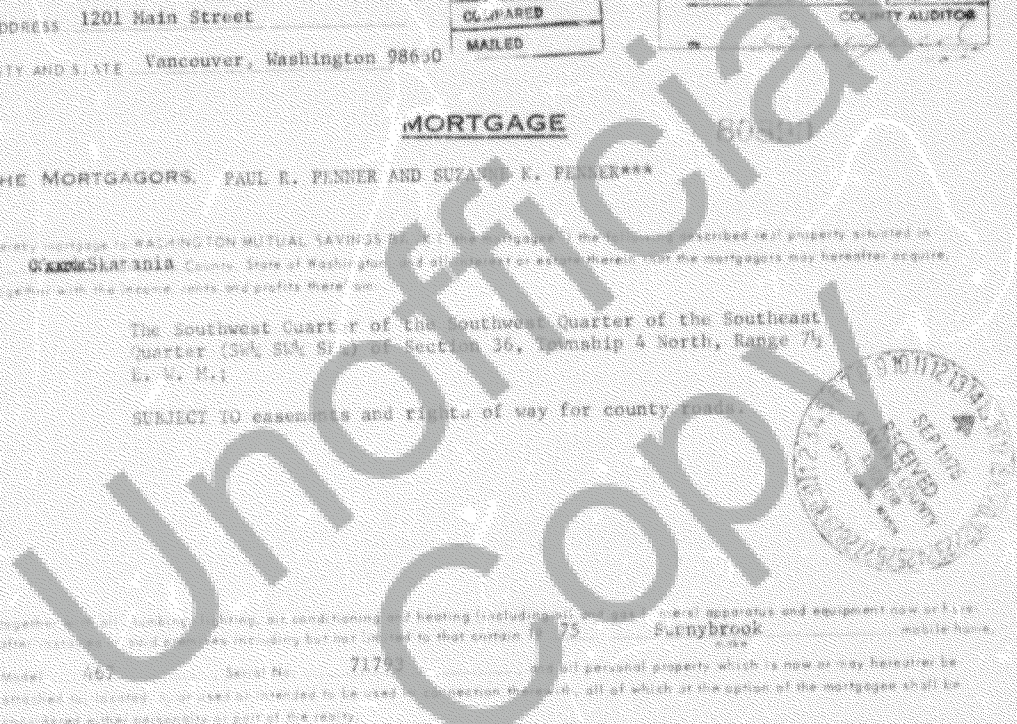
The Southwest Quarter of The Southwest Quarter of the Southeast Quarter (30%, 36%, 57%) of Section 35, Township 4 North, Range 7, E. W. M.

SUBJECT TO easements and rights of way for county roads.

including but not limited to, heating, ventilation, air conditioning, electrical apparatus and equipment now or hereafter installed on the premises, and all other personal property which is now or may hereafter be attached to, located on, or used in connection therewith, all of which or the portion of the mortgage shall be subject to the personal liability of the mortgagors.

This mortgage is given as security for the payment of EIGHTEEN THOUSAND AND 80/100 DOLLARS \$ 18,000.00 interest according to the terms of a promissory note of even date herewith executed by the mortgagors in the order of the mortgagee, and to secure any sums the mortgagee may advance or expenses it may incur hereunder or otherwise in connection with this mortgage, including the above described mobile home and related property, or under a security agreement of even date herewith, and the mortgagee shall have a security interest in said mobile home and related property.

- The mortgagors agree with the mortgagee as follows:
A. Check applicable box below:
* That they are the owners in fee simple of all the above described property and that the same is unencumbered;
* That they are the owners of the above described mobile home, which is unencumbered except by the above described security agreement held by the mortgagee, and the owners in fee simple of the above described real property, which is encumbered only by a prior mortgage or trust deed;
* That they are the owners of the above described mobile home, which is unencumbered except by the above described security agreement held by the mortgagee, and the owners in fee simple of the above described real property which is otherwise unencumbered.



B. that the property mortgaged hereby is not used principally or primarily for agricultural or farming purposes;

C. that they will, during the continuance of this mortgage permit no waste of the premises, will pay before delinquent all lawful taxes and assessments upon the mortgaged property and upon this mortgage or upon the money or debt secured hereby, and will keep the property free and clear of all other incumbrances impairing the mortgagee's security, and will timely comply with all the terms, covenants and conditions of the above described security agreement, and of any prior contract, mortgage or trust deed.

Should the mortgagors fail to keep any of the foregoing covenants, or any of the covenants of the above-described security agreement, or any of the covenants of any prior contract, mortgage or trust deed, then the mortgagee may perform them, without waiving any other right or remedy given for any such breach; and all expenditures in their behalf shall be secured by this mortgage and bear interest at the rate of twelve per cent (12%) per annum and be repayable by the mortgagors on demand.

In case of default in the payment of any installment of said debt, or of a breach of any of the covenants herein contained, or contained in the above-described security agreement or contained in any prior contract, mortgage or trust deed, then the entire debt hereby secured may, at the mortgagee's option, be foreclosed here and this mortgage may be foreclosed. Mortgagors agree that in the event of a default hereunder or under the above-described security agreement for which this mortgage might be foreclosed, the Mortgagor, at its option may elect to treat the mobile home and some or all of the related property as personal property hereunder, pursuant to the security agreement, or may elect to treat the mobile home and some or all of the related property as real property and realize thereon hereunder, or may proceed under the security agreement with respect to part of the collateral and hereafter with respect to other parts, or may proceed concurrently under both, or under any combination of the foregoing, or may exercise any other right or remedy available at law or in equity, and may enter into possession of the above described property and take such action as it may deem appropriate to collect the rents and profits thereof and apply same to any loan secured hereby, and the same shall not be deemed to constitute a lien in favor of the mortgagee but that the mobile home may at the option of the Bank be treated and dealt in and disposed of as personal property.

If any question should arise as to whether all or part of the above described property is to be treated as real property, the Bank may, at its option, treat all of said property as realty and commence an action to foreclose this mortgage and all persons claiming interests in all or part thereof shall have the right, provided by law, to present to the foreclosure court proper mortgages.

The mortgagors shall pay the mortgagee a reasonable and customary charge for the use of the money advanced hereunder to the extent of the foreclosure of this mortgage and in any suit which the mortgagee may institute hereunder to enforce its obligations to proceed or defend, and shall pay such reasonable cost of searching records and preparing the same as may be necessary to be required in enforcing this mortgage or protecting the same, which sums shall be secured hereby, and may be included in the judgment or decree in any foreclosure or other legal action to foreclose this mortgage or at any time while such proceeding is pending. The mortgagee may, at its option, file the documents of a receiver for the mortgaged property and collect the rents and profits thereon.

DATED at Vancouver, Washington, August 26, 1975

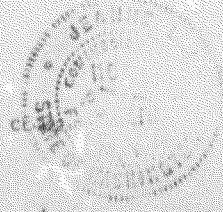
Paul R. Penner
Suzanne K. Penner

STATE OF WASHINGTON
County of Clark

THIS IS TO CERTIFY that on this 26 day of August, 1975, before me, the undersigned, a Notary public in and for the state of Washington, duly commissioned and sworn, personally appeared PAUL R. PENNER and SUZANNE K. PENNER

to me known to be the individuals described in & who executed the within instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and official seal the day and year in this certificate first above written.



Jeanna Bai
Notary Public and for the state of Washington,
residing at Vancouver