## REAL ESTATE MORTGAGE

(Leasehold Interest)

	This mortgage,	made. this	4th	_day of	November ,	1975
by	the nortgagors	WATER FROM	T RECRE	ATION, INC	<b>&gt;</b>	

to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF VANCOUVER, a corporation, the mortgages

Wiereas, the State of Washington, Department of Natural Resources, did by a certain lease, Lease No. 5698; bearing date of August 11, 1970; as amended by document inted February 10, 1972, as authorized under RCW 79.01.096, decrise and lease for purposes stated in its bid for development and use unto Water Front Recreation Inc., a Washington Corporation, all and singular the premises hereinaited described, all as located in the County of Skemania, State of Washington, to wit:

Government Lots 4 and 8, Section 26, Township 7 North, Range 6 East of the Willemette Meridian, having an area of 88.00 acres, nore or less. Subject, however, 1) an easement for right of way for access roud acquired by the United States of America, United States Forest Jerrice; and

WHEREAS, the term of said lease is for a period of fifty-five (55) years from June 1, 1970 to June 1, 2025, subject to a renewal as provided by law. Water Front Recreation, Inc., a Vashington Corporation, in to pay to the State of Washington such sums at such times at a place designated, all in accordance with the terms of said Lease No. 58985 held in the office on the Department of Natural Resources, State of Washington, and as recorded under Auditor's File No. 72521, records of Skamania County, Washington; and

. WHEREAS, in accordance with the terms of the lease and the development plan submitted to the State of Washington, the property herein described is not used principally for agricultural or faming purposes; and

WHEREAS, Water Front Recreation, Inc. has submitted, and approved, and recorded in the Office of the Auditor of Skamania County, Washington, a Plat and Survey of the above described property entitled "Water Front Recreation, Inc." dated May 14, 1971, on file and of record under Auditor's File No. 73635 at page 306 in Book "J" of Miscellaneous Records of Skamania County, Washington, together with appurtenant easement as established in writing on said plat for the joint use of the area shown as roadways on the plat, water Front Recreation, INC.

are entering into this mortgage to First Federal Savings and Loan Association of Vancouver to secure an indebtedness, to First Federal Savings and Loan Association of Vancouver of money being loaned by it and borrowed by the mortgagor to construct a single family home on Lot 107 as shown on the above referred to Plat and Survey, which is a part of the above described plat and survey on record in the office of the Auditor of Skamania County, Washington, and within the meter and bounds of the logal description in Louse No. 58985 heretofore described.



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WHEREAS, Water Front Recreation, Inc. did with approval of the State of Washington and in conformance with the primary lease heretofore described, make, execute and deliver to the mortgagor herein a documer entitled "Cabin Site-Lease", a copy of which is hereto attached and incorporated herein as if set out in full.

NOW THEREFORE, to secure the just indebtedness of the mortgagor, to First Federal Savings and Loan Association of Vancouver,

WATER FRONT RECREATION, INC.

make the covenants hereinafter stated and mortgages to First Federal Savings and Loan Association of Vancouver, a corporation, mortgagee, their cabin site leasehold interest, on the following real property located in the County of Skarania, State of Washington, to wit:

entitled Record of Survey for Vaterfront Recreation, Inc., dated May 14, 1971; on file and of record under Anditor's File No. 73635, at page 306 of Book "J" of Miscellaneous Records of Stanania County, Vashington, TOOFTHER WITH an appurtenant easement as established in writing on said plat, for the Joint use of the areas shown as roadways on the plat. SUBJECT To reservations by the United States of America in approved selection list number 259 dated March 4, 1953, and recorded deptember 4, 1953, at page 23, of Book 52 of Deeds, under Auditor's File No. 62114, records of Skemenia County, Washington as follows:

". the provisions, reservations, conditions and limitations of Section 24, Federal Power Act of June 10, 1920, as amended . . and the prior right of the United States, its licensees and permittees to use for power purposes that part within Power Projects Nos. 2071, 2111, and 254."

The lier of this mortgage shall also extend over and to and shall cover any future interest that the mortgager may require in the said real property, and also all future equipment, appurtenances, or fixtures, attached to or becoming a part thereof, as such equipment and appurtenances are hereirefter described, and also the rentals, issues and profits of the tortgaged property.

promissory note evidencing this debt which note is of even deat with this mortgage and is made, executed and delivered by the mortgager to the mortgages concurrently with this mortgage and as part of this contract.

Also, this mortgage lies shall continue in force and emist as security for any and all other advances which may hereafter be made by the mortgages to the mortgager, and shall continue in force and emist as security for any debt oding, or hereafter to become owing, by the mortgager to the mortgages.

The mortgagors covenant that they are the owners of the Leasehold interest in the above described premises; that the sure ere now free of encumbrance; that this mortgage is for the tenents of the mortgages for its proper use and benefit for and during all the rest, residue and remainder of said term of years yet to come and unexpired; subject, nevertheless, to the rents, covenants, conditions, and provisions in the indenture of lease mentioned from the State of Washington; that by separate document they have assigned with consent of the State of Mashing ton all of their right, title and interest in and to the above described leasehold interest to the northages herein as a part of this transaction and contract to better secure the nortgagee; that the State of Washington has consented to the nortgagor entering into this transaction; that they will keep the buildings was a other destructible property covered by this mortgage insurad against loss by fire, in a sun at least equal to the nortgager's appraised value thereof; such insurance contract shall be issued by a responsible insurance company and the policy evidencing the said policy shall be endorsed by the mortgage and shall contain an appropriate clause providing that the loss thereinder, is any, shall be payable to the nortgages, in accordance with its interest at the time of loss. The nortgagor furth, a covenents that they will pay promptly all premiss on such insurerse and that they will pay promptly before delinquency any and all installments of texes, special assessments and other governmental Levies, together with all renuals and payments required of then under the cable site lease hereto attached, which may hereafter be levied against or become a lion upon this mortgaged property; that they will keep the buildings and appurtenences on the weid property in a good state of repair, all to the effect that the value of the said property shall not be impaired during the life of this mortgage.

The mortgagor further covenants and agrees that may and all electric wiring, furnace and heating systems, including water heaters, burners, fuel storage bins and tanks, the plumbing, ventilating, water and irrigation systems, the screens and screen doors, built in mirrors, cupboards, cabinets, and other things of like or similar character, and all trees and forden shrubs, shall be considered as, and in case of foreclosure of this mortgage, adjudicated to be, fixtures, and a part of the mortgaged property, and shall pass to the purchaser at any

execution sale resulting from a foreclosure of this mortgage, and in the absence of foreclosure, and during the life of this mortgage, none of such items shall be removed, nor their value in any way impaired, by the mortgager or their successor. In event Section 5.09 of the master lease referred to below in invoked for the protection of the mortgages, the above items shall be considered in the same manner as if this mortgage had been foreclosed, or in the event mortgages obtains possession through any other means the items above referred to shall be considered in like manner.

The mortgagor further covenants and agrees that the loan secured by this mortgage is made upon the personal character and integrity of the mortgagor; as well as upon the security offered, and that therefore they will not convey this mortgaged property, or any interest therein, without the consent of the mortgagee, and if any such consent to given, and any such conveyance made, the purchaser or grantee will, personally, assure and agree to pay this debt.

Now if the mortgagor shall fail to may any installment of principal or interest upon the debt secured hereby or should they fail to perform strictly any other covenants or conditions of this mortgage, or the note evidencing the debt secured hereby, on the covenants, conditions and terms of the lease indenture with Water Front Recreation, Inc., identified and referred to above, then, at the election of the mortgages, the whole debt secured hereby shall become immediately due and payeble and mortgages may invoke all or any of the terms of the lease made by the nortgagor with Water Front Recreation, Inc. for the henefit of a lending agency: In addition, those premises in the moster losse fron the State of Washington to Water Front Recreation, Inc. for the benefit of mortgages are hereby incorporated specifically, and mortgagor agrees to assign their cabin site lease to mortgages herein, referring to, but not limited to, Saction 5.08 and Section 5.09, as seended by document dated February 10, 1972, of said lease which state as follows:

"5.03" Insolvency of Lessee. If the Lessee, becomes insolvent or bankrupt, or if a receiver in expointed, the ... State may concel, at its option, the lesse unless the lesse the besse the been used as collateral with the State! consent. If the Lessee should default in a payment to the lendinger, the State, upon request by the lender, shall assign the lesse to the lending agency who may, thereafter, either operate the lessed site or, with the approval of the State, assign the lesse.

"5.09" Status of Sub-less Termination of this lease by cancellation or other" or to the lease termination date, shall not " ... ancel approved sub-leases, nor derrogate from the ... as of the lienholders of record, but shall operate as an assignment to the State of any and all such sub-leases, together with the unrestricted right of the State to receive all sub-lease payments therein provided for from the date of said assignment. Upon termination of this lease, by cancellation or otherwise, prior to the termination date of said lease, the Lessee shall have no claim to sub-lease payments and/or sub-lease disprovement values herein contained."

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Or mortgages may immediately foreclose this nortgage and the property covered by this mortgage may be sold as provided by law, and in event of such assignment or foreclosum; sale or the invoking of any other remedy provided by law by the mortgage, shall be a perpetual bar, both in law and equity, against the mortgager and against all persons claiming or to claim the premises, or any part thereof by, from, through or under the mortgagor or any of them.

At election of managages, if it so desires, if corresponshall fail to pay any funtallment of taxes, special assessments or other governmental devices that may become due, or if they shall fail to prochase and pay the premium or only policy of insurance, then the mortgages may pay or advance such sums as may be necessary to pay so it tax assessments, or governmental levy, or such insurance provides, and the amount so paid shall be added to and become a perc of the deal secured become

The mortgagor further agrees that if they should fail to make the payments as herein provided, or should they fail to perform any other covenant or condition of this contract, and in case of a foreclosure action, they agree to pay, in addition to the principal and interest the due, and in addition to any items of expense as are above rentioned, such such foreclosure action.

The mortgagor further represents that the funds leaned by the nortgages and secured by this mortgage are to be used for improvements of the nantgaged premises.

	nuttin clars	4th day of	November	, 19 75
			WATER FROME RECREAT	TION, INC.
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