



make up such deficiency. Accordingly, if there should be a default made under the provisions of this mortgage resulting in a public sale of the premises covered thereby, or if the Mortgagor acquires the property otherwise after default, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under this paragraph shall be applied as a credit against the amount of the principal then remaining due under said note.

Furthermore this mortgage also secures any advances which the Mortgagor may make to the Mortgagors, or their successors in title or interest, for any purpose, at any time before the release and cancellation hereof, but at no time shall such advances together with the balance remaining due upon the original obligation exceed the sum first secured hereby, nor shall the total of this mortgage be increased, providing, however, that a sum in this paragraph contained shall be considered as limiting the amounts that may be secured hereby when advanced to protect mortgagee's security or in accordance with other covenants contained herein.

It is further mutually covenanted and agreed by and between the parties hereto, for themselves, their heirs, personal representatives, successors and assigns, that they own, and holder of this mortgage and of the promissory note secured thereby 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.

**IT IS FURTHER EXPRESSLY AGREED:** That should the said Mortgagors fail to make payment of any taxes or other charges payable by them as hereinbefore agreed, or suffer said premises to become subject to any lien or encumbrance having precedence to this mortgage, as hereinbefore provided against the said Mortgagee may, at its option, make payment thereof and the amount so paid, with interest thereon at the rate of ten per cent (10%) per annum shall be added to and become a part of the debt secured by this mortgage, without waiver, however, of any rights of said Mortgagee arising from the breach of any of said covenants. The Mortgagee may collect a monthly late charge not to exceed two cents (2c) for each one dollar (\$1.00) of each payment more than ten (10) days in arrears to cover the extra expense involved in handling delinquent payments without prejudice, however, to the Mortgagee's right to consider each such delinquency as a breach of covenant by the Mortgagor.

In the event the security is sold either by deed or contract of sale or otherwise consigned to any person or party, and this mortgage debt remain unpaid at time of sale, then at the option of the Mortgagee, after written notice by United States Mail to the Mortgagor, the rate of interest upon the indebtedness secured hereby shall, from and after the date of exercise of the option, be increased to the extent of two percent (2%) less, however, as the Mortgagee shall elect; provided said option shall never be used to establish an interest rate in excess of the maximum allowed by law and if this mortgage is assumed, Mortgagee's compensation fee or instance transfer charge shall be paid by assuming party.

Where not in default, the Mortgagors may collect and enjoy the rents, issues and profits yielded by the real estate to which this mortgage debt remains unpaid at time of sale, then at the option of the Mortgagee, the Mortgagors shall have the right to collect such rents, issues and profits and to expend such portion thereof as may be necessary for the maintenance, operation of said property and apply the balance, less reasonable costs of collection, from the indebtedness, and until all delinquent payments shall have been fully discharged.

In the event suit is instituted to effect such foreclosure, the said Mortgagee, its successors and assigns, or attorney thereon as Attorney's fees such sum as the Court may adjudge reasonable and will pay reasonable attorney's fees and costs of defense and abstracting the same as necessarily may be incurred in foreclosing this mortgage or defending the same, and the same shall be included in the decree of foreclosure. Upon sale in any foreclosure proceeding, the entire sum so paid shall be retained and the purchaser at any such sale shall be set into immediate and full possession of the above property.

That in the event suit is instituted to effect such foreclosure, the said Mortgagee, its successors and assigns, or attorney thereon as Attorney's fees such sum as the Court may adjudge reasonable and will pay reasonable attorney's fees and costs of defense and abstracting the same as necessarily may be incurred in foreclosing this mortgage or defending the same, and the same shall be included in the decree of foreclosure. Upon sale in any foreclosure proceeding, the entire sum so paid shall be retained and the purchaser at any such sale shall be set into immediate and full possession of the above property.

Whoever the new Mortgagors, succeed to the above property, shall be bound by all the terms and conditions of this instrument, and the liability hereunder shall be joint and several.

Dated at **Vancouver**, Washington  
Wednesday

February 12, 1970 A.D.

# MORTGAGE

S-1-44  
PARTIES  
Lan N. Hudson  
100 N. Columbia St.

From

Virgil H. Hudson and Juanita  
Hudson, husband and wife

to the  
VANCOUVER FEDERAL SAVINGS  
AND LOAN ASSOCIATION  
Washington

Mail  
VANCOUVER FEDERAL SAVINGS  
AND LOAN ASSOCIATION  
Washington

STATE OF WASHINGTON  
COUNTY OF CLARK

On this day personally appeared before me Virgil H. Hudson and Juanita Hudson, husband and wife, who are known to be the individual(s) described herein 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

and for purposes therein intended.

Given under my hand and the official seal this

12th day of February, A.D. 1970

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

Gaines

