

82159

MORTGAGE
(Home Improvement)
Dealer Origination

36-7882

BOOK 33 PAGE 2

THIS MORTGAGE made this 6th day of May, 1976 by and between John W. and Sally J. Skaar hereinafter called Mortgagor, and J & A Construction Co. hereinafter called Mortgagee.

WITNESSETH, that whereas the Mortgagor owes to the Mortgagee the sum of

THREE THOUSAND NINE HUNDRED THIRTY TWO AND NO/100's ----- **DOLLARS (\$ 3932.00)**

which sum plus interest thereon the Mortgagor agrees to repay to the Mortgagee according to that certain Home Improvement Retail Installment Contract for said sum executed and delivered by the Mortgagee to the Mortgagor, which is payable in

144 monthly installments including interest of \$ 51.65 due on the 6th day of June 1976, and on the same day of each month thereafter.

The final installment, if not sooner paid, shall be due and payable on the 6th day of May 1978.

On the date of maturity, the entire unpaid balance including advances, fees and late charges shall bear interest at the highest contract rate provided by law.

The amount secured hereby may be paid in full or in part at any time prior to maturity. In the event the original amount is \$1,000 or more and it is paid in full within one year from the date of the obligation hereby secured a charge of \$50.00 will be made. No charge will be made, however, if loan is insured by F.H.A.

NOW, THEREFORE, in consideration hereof, and for the purpose of securing the payment of said several sums of money and interest specified therein, and the faithful performance of all the covenants therein and herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, its successors and assigns to have, all of the following described real property, situated in the County of Skamania and State of Washington to wit:

All that portion of the West Half of the Southwest Quarter of the Southwest Quarter (W/4 SW/4 SW/4) of Section 25, Township 3 North, Range 7 E. W. M., lying southeasterly of the southerly line of a transmission line easement granted to the United States of America for the Stevenson Tap Line of the Bonneville Power Administration by deed dated May 7, 1963, and recorded May 16, 1963, at page 284 of Book 51 of Deeds, under Auditor's File No. 61537, Records of Skamania County, Washington.

RESERVING TO the grantors, their heirs and assigns, an easement and right of way for road access and utilities over and across the east 30 feet of the above described real property.

THIS CONVEYANCE IS INTENDED BY A MORTGAGE to secure the payment of the several sums of money and interest specified in the Home Improvement Retail Installment Contract hereby secured and the performance of the covenants and conditions therein and herein contained and the payment of said sums and the full and complete performance of said covenants and conditions as therein and hereinafter required, this conveyance shall not be null and void in whole or in part for any reason and effect. This mortgage may collect a late charge as shown equal to the penalty (\$5.00) in \$5.00, whichever is less on any installment not paid within fifteen (15) days of the date due. Such late charge shall not be diminished by partial payment of any late due installment.

It is expressly agreed that the due and exact performance of all the covenants of this mortgage and the Home Improvement Retail Installment Contract hereby secured are of the essence, and in default thereof the payment of any of said sums of money when due and the whole of the principal sum and the interest accrued at the time default is made, and all other covenants of the holder of this mortgage shall become due and payable immediately and the holder thereof, become immediately due and payable without notice, and this mortgage may be foreclosed at any time thereafter without notice.

In case of suit or action, the undersigned agrees to pay such sums as the court may adjudge reasonable as mortgagee's attorney fees on trial and on appeal. If this note is placed in the hands of an attorney or agent for collection each of the undersigned agree to pay the reasonable fees and expenses of such attorney or agent even though no suit or action is instituted.

This Mortgage may be assigned by mortgagee without the consent of or notice to mortgagor.

IN TESTIMONY WHEREOF the Mortgagee has signed this mortgage the day and year first above written.

Witness B. Halliwell
State of Oregon Multnomah County
On this May 7, 1976 day of May, 1976 before me personally appeared B. Halliwell personally known to me to be the person whose name is subscribed to the foregoing instrument as a witness thereto, who being by me duly sworn, deposed and said that he resides in Multnomah County, State of Oregon, that he was present and saw John W. Skaar and Sally J. Skaar personally known to him to be the signers of the foregoing instrument as mortgagors thereto, sign and deliver the same, and heard them acknowledge that they were the same, and that he, the deponent, thereupon signed his name to this instrument as witness thereto of the day and year first above written.

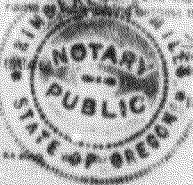
NOTICE TO BORROWER

Do not sign this Mortgage before you read it. The Home Improvement Retail Installment Contract secured by this Mortgage provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment.

COPY OF THIS DOCUMENT RECEIVED

John W. Skaar

Sally J. Skaar



ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that

J & A Construction Co.

, hereinafter called assignor, for valuable consideration, receipt of which is hereby acknowledged, does grant, bargain, sell, assign, transfer and set over to FAR WEST FEDERAL SAVINGS AND LOAN ASSOCIATION, the above Mortgage together with the Home Improvement Retail Installment contract therein described and money due, or to grow due thereon, with the interest.

The assignor covenants that it is lawful owner and holder of the said promissory note and Mortgage, and that it has good right to sell, transfer and assign the same as aforesaid, and that there is now due and/or owing upon the said Home Improvement Retail Installment Contract and Mortgage the sum of

- THREE THOUSAND NINE HUNDRED THIRTY TWO AND NO/100's - - - - - Dollars, including interest.

B. Halliwell

for J & A Construction Co.

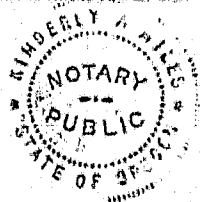
STATE OF OREGON

County of Multnomah } ss.Personally appeared the above named B. Halliwell

and acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME:

Notary Public for Oregon
My Commission Expires



82159

Loan No. _____	STATE OF OREGON } ss.
MORTGAGE	County of <u>Clatsop</u>
_____	I certify that the within instrument was received for record on the <u>18</u>
_____	day of <u>May</u> , 19 <u>76</u> ,
_____	at <u>10:30</u> o'clock <u>A.</u> M., and recorded in book <u>53</u> on page <u>152</u>
TO	Record of Mortgages of said County.
FAR WEST FEDERAL SAVINGS & LOAN ASSOCIATION	Witness my hand and seal of County affixed.
After Recording Return to:	<i>[Signature]</i>
FAR WEST FEDERAL SAVINGS	County Clerk-Recorder
444 S.W. Fifth Avenue	By <i>[Signature]</i>
Portland, Oregon 97204	Deputy
(DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)	
REGISTERED <input checked="" type="checkbox"/>	
INDEXED DIR. <input checked="" type="checkbox"/>	
INDEXED <input checked="" type="checkbox"/>	
RECORDED <input checked="" type="checkbox"/>	
COMPARED <input checked="" type="checkbox"/>	