BOOK 53 PAGE 302

44-20-986

82338

THIS SPACE RESERVED FOR RECORDER'S USE
STATE OF WASHINGTON }
COUNTY OF SKAMANIA } ss

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
R. J. Salvesen
OF Stevenson Wa
AT 9:00 A 6-11 1976
WAS RECORDED IN BOOK 53
OF Mtg AT PAGE 302
RECORDS OF SKAMANIA COUNTY, WASH
[illegible]
COUNTY AUDITOR
[illegible]

82338

WASHINGTON MUTUAL SAVINGS BANK

CONSUMER LOAN DIVISION
(M. H. Mortgage)

Filed for Record at Request of

NAME WASHINGTON MUTUAL SAVINGS BANK

ADDRESS 1201 Main Street

CITY AND STATE Vancouver, Washington 98660

MORTGAGE

THE MORTGAGORS, *** LOUIS D. ALWAY AND JOANNE ALWAY ***

hereby mortgage to WASHINGTON MUTUAL SAVINGS BANK ("the mortgagee") the following described real property situated in Skamania County, State of Washington, and all interest or estate therein that the mortgagors may hereafter acquire, together with the income, rents and profits therefrom: See Attached.

in the County of Skamania State of Washington, to-wit:

A tract of land in the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of Section 17, Township 3 North, Range 8 E. W. M., more particularly described as follows:

The east 230 feet of the following described tract: Beginning at the northwest corner of said Section 17; thence south 0° 57' 20" west along the west line of said Section 17 490.81 feet; thence south 88° 42' 10" east 590.43 feet; thence south 1° 17' 50" west 365.00 feet to the true point of beginning; thence south 1° 17' 50" west 300 feet to the centerline of the county road known and designated as Old Detour Road (County Road No. 2331); thence south 88° 52' 30" east 685.00 feet; thence north 1° 22' 10" east 300.00 feet; thence north 88° 52' 30" west 685.38 feet to the point of beginning.

SUBJECT TO easements for county roads.

together with all plumbing, lighting, air conditioning and heating (including oil and gas burners) apparatus and equipment now or hereafter installed in said premises including but not limited to that certain 19 [illegible] Statler mobile home, make

Model 24 x 70 Serial No. 5807 and all personal property which is now or may hereafter be attached to, located in, or used or intended to be used in connection therewith, all of which at the option of the mortgagee shall be considered either personalty or part of the realty.

This mortgage is given as security for the payment of TWENTY ONE THOUSAND FOUR HUNDRED SEVENTY FOUR AND NO/100 DOLLARS ($ 21,474.00), with interest, according to the terms of a promissory note of even date herewith executed by the mortgagors to the order of the mortgagee and to secure any sums the mortgagee may advance or expenses it may incur hereunder or otherwise to protect or realize upon the property, including the above-described mobile home and related property, or under a security agreement of even date herewith wherein the mortgagors gave the mortgagee a security interest in said mobile home and related property.

The mortgagors covenant with the mortgagee as follows:

A. (Check applicable box below):

X 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 contract purchasers 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 encumbrances 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 that 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 declared due 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 Mortgagee at its option may: elect to treat the mobile home and some or all of the related property as personalty and realize thereon pursuant to the security agreement, or may elect to treat the mobile home and some or all of the related property as realty and realize thereon hereunder, or may proceed under the security agreement with respect to part of the collateral and hereunder 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 other action as it may deem appropriate to collect the rents and profits thereof and apply same to any sum secured hereby in such order as it may elect. The parties agree that the reference herein to the mobile home shall not be determinative of whether or not it is a part of the real estate but that the mobile home may at the option of the Bank be treated and dealt with and realized upon as personal property.

If any question should arise as to whether all or part of the above-described property is realty or personalty, the Bank may, at its option, treat all of said property as realty and commence an action to foreclose this mortgage wherein all persons having or claiming interests in all or part thereof shall have all the rights provided by law [illegible] mortgages.

The mortgagors shall pay the mortgagee a reasonable sum as attorney's fees in any suit which may be lawfully brought for the foreclosure of this mortgage and in any suit which the mortgagee, to protect the lien hereof, is obliged to prosecute or defend, and shall pay such reasonable cost of searching records and abstracting the same as may necessarily be incurred in foreclosing this mortgage or protecting the same, which sums shall be secured hereby and may be included in the decree of foreclosure. Upon bringing action to foreclose this mortgage or at any time while such proceeding is pending, the mortgagee may apply for and secure the appointment of a receiver for the mortgaged property [illegible] rents and profits therefrom.

DATED at Vancouver, Washington, June 1, 19 76

Louis D. Alway

Louis D. Alway

Joanne Alway

Joanne Alway

STATE OF WASHINGTON
County of Clark } ss.

THIS IS TO CERTIFY that on this 1 day of June 19 76, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared LOUIS D. ALWAY and JOANNE ALWAY to me known to be the individuals described in and 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 mentioned.

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

Jeanne Lai

Notary Public in and for the state of Washington
residing at Vancouver

CL-322