



real estate Mortgage

ashington Form)

ROOK 53 PAGE 399

THANSFER BY MORTGAGOR RESTRICTED

THIS MORTGAGE, made this

21 JULY đạy ís

, 1976 , by and between

WALTER D. LATIMER AND JEANETTE D. LATIMER

, County of Skamania CATSON COUNTY OF SEATTLE, a national by Brench Office in

, State of Washington, hereinafter called "mortgager," and stociation, herzinafter called "mortgagee," at its

, Washington. W. ite Salmon

WITNESSETH:

The mortgager hereby mortgages to the mortgages, its successors and assigns, the following described real property, situated in the County of Skamania , State of Washington, to-wit:

SEE ADDENDUM ATTACHED

TOGETHER WITH all right, title and interest therein, now owned or hereafter acquired, all rents, issues and profits accrued or to accrue therefrom, and all and singular the tenements, hexeditements and appurtenances thereunto belonging or in anywise apportaining and all fixtures, opparatus and equipment which are now or may hereafter be in any way attached to or part of said real property or any improvement thereon, including, but without limiting the generality of the foregoing, all plumbing, heating, licharitains, refrigerating, all cooling, are considering, elevation and colling, apparatus, fixtures and equipment; e' againes, pires, cuets, pumps, compressors, tanks, ventilators, motors, conduits, antennae, panels and switchboards; all built-in stoves, dishwashers, refrigi ators and other appliances; all partitions, cabinets and wallbeds; and any and all renowsks, replacements, betterments and subtitutions made with respect to any and all of the foregoing, all of which said property shall be deemed to constitute a part of the realty.

This mortgage is given and intended as security for the payment of the principal sum of

SEVEN THOUSAND "IX HUNDRED FORTY-FIVE AND NO/100

Dollars (\$ 7645.00

together walt laterest thereon in accordance with the terms of a certain promissory note of even date herewith, executed and delicated by the mortgager in favor of the mortgagee, or its order, and any renewals or extensions thereof.

This mortgage is also given and intended as security for the payment by the mortgager to the mortgage of such additional sums of money as may herethis mortgage is also given and intended as security for the payment by the mortgager, including any renewals or extensions thereof, it being provided, however,
after the unpaid principal balance of all loans or advances made by the mortgager to or for the account of mortgager which are to be secured hereby shall
not at any one time exceed the principal sum set forth above and interest, regardless of any excess which may at any time be owing from said mortgager to
the mortgager provided, further, that nothing hereic contained shall be construed as obligating or shall obligate the mortgager to make any such future
loans or advances and provided, further, the limitation on the amount secured hereby shall not apply to any moneys advanced or to costs or fees incurred
by mortgager in connection with the breach or default of any term, warranty, covenant or condition of this mortgage.

The avoidance of the mortgager in connection with the breach or default of any term, warranty, covenant or condition of this mortgage.

The mortgagor cavenants and agrees with the mortgagee that said mortgagor will:

- (1) Forever warrant the title to all of the mortgaged property, including the rents, issues and profits thereof, to be and remain free and clear of all claims, liens and encumbrances other than this mortgage, and will execute any deliver any further necessary assurances of title thereto;
- (2) Promptly pay the principal and interest of said indebtedness in accordance with the terms of said promisers make or notes, and any revewals or extensions thereof;
- (3) Pay and discharge, as the same become due and payable, and prior to delinquency, all texes, assessments, water rates or other charges of whatever kind and character, whether similar to dissimilar to thuse hereinabove specified, which are now or may hereafter be levied or assessed against or which may or might become liens upon the mortgaged property or any part thereof, or upon the mortgage or the mores or debt secured hereby;
- (4) Maintain, preserve and keep all of the mortgaged property in good condition and repair and not commit or permit waste discreef, and permit mortgaged's inspection thereof at any and all reasonable times;
- gage's inspection thereof at any and all reasonable times;

 **(6) Keer the managed property at all times insured against fire twith extended coverage) and against such other bazards and perils as the mortgaged may required, such amounts, under such formuts) of policy, and with such insurance company or conjugaces, as shall be required by or satisfactory to the mortgaged the style of stracked to each such policy in form satisfactory to the mortgaged a mertisage a mertisage clause readering all loss payable first to mortgaged as hafacterate all algebras, assign and deliver each such policy to mortgaged, and evidence payment to full of all premiums thereon at least ten (10) days in advances of this date. vance of due date:
- (6) NOT. WITHOUT THE MORTGAGEE'S WRITTEN CONSENT FIRST HAD AND RECEIVED, MAKE ANY SALE, CONVEYANCE OR OTHER TRANSFER OF THE MORTGAGED PROPERTY, UNLESS AS AN INCIDENT OF THE CLOSING OF SUCH TRANSFER THIS MORTGAGE SHALL BE FULLY PA D; PROVIDED, HOWEVER, THE PASSING OF THE MORTGAGED PROPERTY BY WILL OR BY DESCENT AND DISTRIBUTION SHALL NOT TE DEEMED A PROHIBITED TRANSFER HEREUNDER.

SHALL NOT TE DEEMED A PROHIBITED TRANSFER HEIGENDER.

In the evert of a breach of any of the aforesaid agreements or coverants, and in addition to all other rights and remedies hercunder or by law provided, the mortgage of any, but shall not be obligated to, pay any sums or perform any acts necessary to remedy such breach, and all sums so paid and the expenses incurred in such performance shall be repaid by mortgager to mortgagee on demand, with interest at the highest rate permitted by law from the date of such payment, and shall be excuted by this mortgage. The receipt of the tax official, assessing by, insurance company, or other person to whom mortgagee makes any such paymen: shall be conclusive evidence as between mortgager and mortgagee of the propriety of such payment.

payment, and so, a we secured by this mortgage. The receipt of the lax official, assessing body, insurance company, or other person to whom mortgagee makes any such payment; shall be conclusive vidence as between mortgager and mortgager of the propriety of such payment.

Any loss parable under any insurance policy aforscaid, and any moneys which may be awarded, recavered, or settled upon, for the taking, damaging or condemnation of all or any portion of the mortgaged property shall be applied, at the mortgages's option, toward payment of the indebtedness and other sums secured hereby, whether due or not. The mortgage has been those any resulting satisfied to the coverage their by afforded, nor for notification with respect to, or the payment of, any premiums thereon.

In the event of default in the payment of said indebtedness or in the event of a breach of any of the covenants, warranties or agreements contained herein, then in any such ex-rnt the ortrigage of the covenants and the ortrigage may be received in an interest of this mortgage in deficiency judgment may be taken by the mortgage of a laying secured hereby we charten not receivered by the mortgage of the forest of the mortgage and except to the extent the same are specifically assigned and pledged by separate instrumer providing to the contrary, the mortgager may received directly from the obligar(s) thereof all rents, issues and profits of the mortgage reports, As to all moneys and other property as received, mortgages. The decreated has been intrust for the purpose of making all payments due under, and otherwise duly and timely performing all other across, covenants and conditions of, this is ordigac. Upon any default in such payment of the purpose on the occurrence of any other, event which under the terms hereof collect into a plaguage to accelerate the payment of the industry of the collection.

In the occur of the total or other proceeding for the recovery of sold indebtedness and/or foreclesser of this mortgage, or wherein mortgage shall amond

In the event of any unit or other proceeding for the recovery of sold indobtedness and/or forcelesure of this mortgage, or wherein mortgages shall appear to establish or profest the lien hereof, the mortgager agrees to pay to mortgage a massnable attorneys' fee, together with the cost of search and report on title prelivalnary to forcelesure all of which sums shall be secured hereby.

All rights and venedics of tan tragger shall be cumulative and none shall be deemed exhausted by the exercise thereof. No failure or endssion on the part of the mortgage to exercise any such right or remedy upon default shall be deemed a waiver of its right to subsequently exercise the same with respect to the same or any uniter default or defaults which may at any time exist.

If any term, provision or condition of this mortgage shall be finally adjudged to be unlawful or unenforceable, the same shall be deemed stricken here, and the balance of this mortgage shall be and remain in full force and effect.

Taks mortgage 3 binding on the heirs, personal representatives, successors and assigns of the mortgager, and shall inure to the benefit of mortgager, its successors and assigns. Words used hereit, shall take the singular or plural number as the number of parties hereto shall require, and if there is more than one signer as mortgager, their obligations hereunder shall be joint and several.

Time is of the asserted of this mortgage.

The within described mortgaged property is not used principally for agricultural or farming purposes.

IN WITNESS WHE LEOF, the person(s) detailed as mortgager have not hand and seal hereto, the day and year flere above written x-Malter o. Fali X Becrute S. Fall

MYD IZZO NIC-70



STATE OF County of	WASHINGTO	N Klickita	at .} **.	NOTAR	IAL ACKNO)WLEI	OGMENT	1	
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					Walter D	. &	Jeanette	D.	Latimer
			to me knu	wn to be the in	dividuales des	vribed i	n and who exce	uted t	he within and foregolog instrument and acknowledge
to the thing a	PLICE TO A	slimed and sea EOF, I have he	led the same as reunto cet my h	theire	t und voluntary ray official sea	net and I the di	deed for the as an 1 ve or for the background	adure Fish	purposes, and in the capacity (es) therein mentioned written. All of the State of Washington. White Salmon
	WASPINGTO	N .	{ ss.	NOTARI	AL ACKNO	WLED	GMENT		
On this		day of	A.1	. 19	, before me	r person	ally appeared	d	
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the uses and p	tion that execu purposes there	ited the within In mentioned, a	and foregoing is nd is rath stat	istrument, and ed that they w	neknewledged ere authorized	te exec	runget to be ti de said instrum	er fice	e and voluntary not and deed of said corporation, for in I that the scal (if affixed) is the corporate scal of
IN WITH	vess where	OF, I have been	cunto set my ha	nd and affixed	my official scal	the day	and year first	alun e	written.
(Notarial Scot))	- 1	-					F	-
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	REAL		E MOI	RTGAG		XEO: I		(20	HIS SPACE RESERVED FOR RECORDER'S USE: ATE OF WASHINGTON SEE DUNTY OF EKAMPHINA SEE I HEREMY CERTIFY THAT THE WITHING TRUMENT OF WRITING FILED BY
Filod for Roc	ord at Requ		ingion Ferm)			RDED: PARED .ED	1000 james 144	0F.	Agenti Saima Chr.
M	THE NA	TIONAL B/	NK of COI	MMERCE of	Hranch C	ОПсе		OF.	CRES OF STANDARD OUNTY, WASH
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The generality of the foregoing, at plumbing, heating lighting, incinerating, reinsperating, air coming, air commissions, circuits and switch at all engines, pipes, duets, pumps, compressed, tanks, ventilators, motors, conduits, antennee, period and switch attends; all fault-in stoves, dishwashers, refrigerators and other applicances; all partitions, eshinots and vailabels; and any and all renewals, replacements, betteric atts and substitutions made with respect to any and all of the foregoing, all of which said projects with shall be deemed to constitute a part of the reality.

This mortgage is given and intended as security for the payment of the principal sect of

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Dollars (8 7645, CO

together with interest thereon in accordance with the terms of a certain promissory note of even date herewith, executed and delivered by the mortgager in favor of the mortgagee, or its order, and any renewals or extensions thereof. This mortgage is also given and intended as security for the payment by the mortgager to the meacages of arch additional some of mency as may hereafter to hanned or advanced by the mortgages to or for the account of mortgager, including my renewals or extensions there i, it being provided, however,
that the ungasit principal balance of all loans or advances made by the mortgage to or for the account of mortgager which are to be secured hereby shall
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not at any one time exceed the principal sum at forth above and interest, regardless of type recess which may at any time be owing from said mortgage,
the mortgages; provided, further, that nothing herein contained shall be construed as cutifatting or shall obligate the miritgage to make any such future
the mortgages; provided, further, the limitation on the amount secured hereby shall and apply to any mone advanced or to costs or fees incurred
by mortgages for connection with the breach or default of any term, warranty, covenuely the condition of this mortgage.

The mortgager covenants and agrees with the mortgagee that said mortgager will:

(1) Forever warrant the title to all of the mortgaged property, including the rents, issues and peofits thereof, to be and remain free and clear of all claims, liens and encumbrances other than this rentgage, and will execute and deliver any further necessary assurances of title thereto;

(2) Promptly pay the principal and interest of said indebtedness in accordance with the terms of said promissory rate ex notes, and any renewals or

(3) Pay and discharge, as the same become due and payable, and prior to delinquency, all taxes, assessments, water rates or other charges of whatever kind and character, whether similar or dissimilar to those hereinanove specified, which are now or may hereafter be levied or assessed against or which may or might became liens upon the mortgaged property or any part thereof, or upon this mortgage or the money or debt secured hereby;

(4) Maintain, preserve and keep all of the mortgaged property in good condition and repair and not commit or permit waste thereof; and permit mortgages inspection thereof, at any and all reasonable times;

Responsibility of the property of any and all reasonable times;

(5) Keep the property at all times insured against fire (with extended coverage) and against such wher hazards and excites as the mortgaged property at all times insured against fire (with extended coverage) and against such wher hazards and excites a shall be required by or estimated to the mortgage of the property of the mortgage of the mortgage

In the event of a breach of any of the aforesaid agreements or covenants, and in addition to all other rights and remedies hereunder or by law provides. In the event of a breach and all ours so paid and the expenses the mortgages may, but shall not be obligated to, pay any come or perform any acts necessary to remedy such breach, and all sums so paid and the expenses incurred in such perfort ance shall be repaid by mortgager to mortgager on demand, with piterest at the highest rate permitted by two from the date of such necessary and shall be secured by this mortgage. The receive of the tax afficial, assessing body, incur mee company, or other person to whom mortgages makes payment, and shall be secured by this mortgage. The receive of the tax afficial, assessing body, incur mee company, or other person to whom mortgages makes payment shall be conclusive evidence as between mortgager and mortgages of the propriety of such payment.

Any loss payable under any incurance pol'cy aforesaid, and any moneys which may be awarded, or settled upon, for the taking, damaging or condemnation of all or any portion at the nortgaged property shall be applied, at the mortgaged go, ion, toward payment of the indebtedness and other sums secured hereby, whether due or not. The mortgaged shall in no event have any responsibility for the adequacy or sufficiency of any insurance, nor for the coverage thereby afforded, nor for notification with respect to, or the payment of, any premiums thereon.

the coverage thereby altorage, nor for nonliceation with respect 20, of the payment of, any permissis dereon.

In the event of default in the payment of said indebtedness or in the event of a breach of any of the covenants, warranties or agreements contained herein, then in any such event the entire indebtedness hereby secured shall at the option of the mortgage become immediately due and payable, without notice, and this mortgage may be foreclosed; and in any foreclosure of this mortgage a deficiency judgment may be taken by the mortgage for all sums secured hereby which are not recovered by the mortgage out of foreclosure sale viocecids.

secured hereby which are not recovered by the mertgages out of foreclosure sale proceeds.

So long as there shall be no default under the terms of this mertgage, and except to the extent the same are specifically assigned and pledged by separate fustrament providing to the contrary, the mortgager may re-12, directly from the obligor(s) thereof all rents, issues and profits of the mortgaged property. As to all moneys and other property so received, mortgager hall be deemed to have received the same in frust for the purpose of making all payments due under, and otherwise dut) and timely performing all other terms, coverants and conditions of, this mortgage. Upor say default in an higher or performance, or upon the occurrence of any other event which under the terms hereof enters the right to the mortgages to execute the payment of the indebtedness secured hereby, then the mortgages shall forthwith become empowered at its option, without notice or demand, cold in its own name are right, either directly or by agent, or through a receiver, and in addition to all such of its remedies as may be herein or by law conferred, as an incident of collection.

In the extent of such contracts of the mortgage in the such as an incident of collection.

In the event of any suit or other proceeding for the recovery of said indebtedness and/or forcelosure of this mort, he ar cheroin mer, ag. e shall appear to establish or protect the lien hereof, the mortager agrees to pay to mortgagee a reasonable attorneys' fee, togetarr with the cost a search and report on title preliminary to forcelosure, all of which sums shall be secured hereby.

All rights and remedies of mortgages shall be cumulate's and none shall be deemed exhausted by the exercise thereof. No fully to onlist on the part of the mortgages to exercise as such right or remedy upon default shall be deemed a walv n of its that to subsequently exercise as same with respect to the same of any other default or defaults which may at any time exist.

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Time is of the essence of this mortgage.

The within described morigaged property is not used principally for agricultural or farming purps. 1.

IN WITNESS. WHEREOF, the person(s) designated as mortgager have set hand and seal hereto, the a, y and year first above written

x-Nastan D. Fatimer Kodan neter de Laternia.

ADDENDUM

A tract of land in Government Lat I of Saction 36, Township & Horth, Ranya 75 E. W. H., described as follows:

Beginning at the northeast corner of the said Government Lot 1, Shance Bouth along the cast line of Government Les I aforecaid 1,010,59 feet to the initial point of the that heraby described, thence north 89" 301 went 725,81 feet) thence south parallel to the east line of Government Lot 1 aforeseid 108.58 feet, more or less, to intersuction with the south line of Government Lot 1 aforesaid; thence east along the south line of Government Let 1 afor said 6725.81 feet, mole or less, to interaction with the east line thereoff; thence north along the east line of Government Lot I foresaid 308.50 feet, more or less, to the initial point; SUBJECT TO essented and right of may for United States Ferest Service Read over and agrees the ensterly 20 feet thereof series tract containing 5 street were or last.



	**************************************		A STATE OF THE PROPERTY OF THE
STATE OF VI	ASHINCTON KLICKITAL (***	NOTARIAL ACKNOWLEDGE (Individual or Partnership)	WENT
In this	21 day of July	, 10 76 , before me personally	appeared
******************	handanananan enakala si maanim ta	Walter D. & Je	mette D. Latimer
CONTRACTOR	· · · · · · · · · · · · · · · · · · ·		d who executed the within and foregoing instrument and acknowledge d for the user fail purposes, and/in the cape sity (ies) there is mentioned id year first phase written.
(Illiamia) Sent			Notice Unite in and for the Sidle of Washington, residing at White Salmon
· Contraction	State Hills		
STATE OF WA		NOTARIAL ACKNOWLEDGE (Corporation)	AENT
On this	day of	, 10 before mo rersonally	nppeared
to the knows to	a. a.	and a	
of the corporation	on that executed the within and foregoing upposes therein mentioned, and an oath si	and instrument, and technowledged said instrum- taled that they were authorized in execute	sent to be the free out. Abustury not and deed of said corporation, for said lastrument and that the seal of faffixed is the corporate real of
IN W VE (Notarial Seal)	SS WHEREOF, I have hereunto set my	hand and affixed my off 'al scal the day & a	d year first above written.
			Notary building and for the 51-te of Washington, orbits at
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	9	ngia. * (Aba.	THIS PACE PUSERVED FOR RECORDERS USE MATE ATE WANTINGTON FOR
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