

82757

44-20-1052

WASHINGTON MUTUAL SAVINGS BANK

CONSUMER LOAN DIVISION (M. H. Mortgage)

STATE OF WASHINGTON THE COUNTY OF SKAMANIA I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY E. J. Salomonson OF Skamania, Wa AT 8:30 A.M. Aug 27 1976 WAS RECORDED IN BOOK 53 OF DATE AT PAGE 526 RECORDS OF SKAMANIA COUNTY, WA E. J. Salomonson COUNTY AUDITOR

REGISTERS INDEXED: DIR RECORDED COMPARED

NAME WASHINGTON MUTUAL SAVINGS BANK ADDRESS 1201 Main Street CITY AND STATE Vancouver, Wash. 98660

MORTGAGE

82757

THE MORTGAGORS. FRANK W. KELLETT AND MARY RITA KELLETT

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

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 1976 Northwestern mobile home, Model 24x70, Serial No. 5990, 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 personally or part of the realty.

This mortgage is given as security for the payment of TWENTY SIX THOUSAND THREE HUNDRED TWENTY TWO DOLLARS (\$26,322.00), 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 expend as 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.

The following described property located in Skamania County, State of Washington, to-wit:

A tract of land located in the South Half of the Southeast Quarter (S1/2 SE1/4) of Section 26, Township 2 North, Range 5 E.W.M., described as follows:

Beginning at a point 80 feet north of the Sixteenth (1/16) Corner located on the east line of Section 26, 1400 feet, more or less, north of the southeast corner of Section 26; thence west to intersection with the easterly right of way line of the county road known and designated as the McCloskey Creek Road; thence following the easterly right of way line of said road in a southerly direction to intersection with the northerly boundary of the 300 foot strip of land acquired by the United States of America for the Bonnaville Power Administration's electric power transmission lines; thence in an easterly direction along the northerly boundary of said strip of



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 incumbrances 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 personality 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 personality, the Bank may, at its option, treat all of said property as realty and commence an action to foreclose the mortgage whereupon all persons having or claiming interests in all or part thereof shall have all the rights provided by law incident to the foreclosure of real property mortgages.

The mortgagors shall pay the mortgagee a reasonable sum as attorney's fees in any suit that 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 enforcing 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 or any part thereof, and the income, rents and profits thereon.

DATED at Vancouver, Washington, August 6, 1976

Frank W. Kellett
Frank W. Kellett

Mary Rita Kellett
Mary Rita Kellett

STATE OF WASHINGTON)
County of Clark) ss

THIS IS TO CERTIFY that on this 6 day of August, 1976, before me, the undersigned a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared

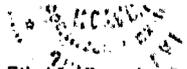
Frank W. Kellett and Mary Rita Kellett

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.

Joanne L...
Notary public in and for the state of Washington
residing at Vancouver





Filed for Record at Request of

REGISTERED
INDEXED: DIR
INDIRECT
RECORDED
COMPARED
FILED

INSTRUMENT OF WRITING, FILED BY
E. J. Salas
 OF Stevenson, Wash.
 AUG 20 A.M. Aug 27 1976
 WAS RECORDED IN BOOK 53
 OF Page AT PAGE 526
 RECORDS OF SKAMAGIA COUNTY, WASH.
E. J. Salas
 COUNTY AUDITOR

NAME WASHINGTON MUTUAL SAVINGS BANK
 ADDRESS 1201 Main Street
 CITY AND STATE Vancouver, Wash. 98660

MORTGAGE

82757

THE MORTGAGORS, FRANK W. KELLETT AND MARY RITA KELLETT

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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 1976 Northwestern mobile home, model 24x70, Serial No. 5990, and all personal property which is now or may hereafter be attached to, located on, or used or intended to be used in connection therewith, all of which at the option of the mortgagee shall be considered either personally or part of the realty.

This mortgage is given as security for the payment of TWENTY SIX THOUSAND THREE HUNDRED TWENTY TWO DOLLARS (\$ 26,322.00) with interest, according to the terms of a promissory note of even date with executed by the mortgagors in the order of the mortgagee and to secure any sums the mortgagee may advance or expenses incurred hereunder or otherwise to protect the above described property including the above described mobile home and related property, all under a security agreement of even date with where 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)
- 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 unencumbered 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.

The following described property located in Skamania County, State of Washington, to-wit:

A tract of land located in the South Half of the Southeast Quarter (31/2 S1/4) of Section 26, Township 2 North, Range 5 E.1 N., described as follows:

Beginning at a point 80 feet north of the Sixteenth (1/16) Corner located on the east line of Section 26, 1400 feet, more or less, north of the southeast corner of Section 26; thence west to intersection with the easterly right of way line of the county road known and designated as the McCloskey Creek Road, thence following the easterly right of way line of said road in a southeasterly direction to intersection with the northerly boundary of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration electric power transmission lines; thence in an easterly direction along the northerly boundary of said strip of land to the east line of Section 26; thence north along the east line of the said Section 26 to the point of beginning.



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 at a bona fide delinquent all lawful taxes and assessments upon the mortgaged property and upon this mortgage or upon the money or debt so used hereon, and will keep the property free and clear of all other encumbrances impairing the mortgagor's security, and will timely comply with all the terms, covenants and conditions of the above-described security agreement, and will timely comply with all the

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 mortgagor's option, be declared due, and this mortgage may be foreclosed. Mortgages superior in the event of a default hereunder or under the above-described security agreement for which this mortgage is given, including the Mortgage of its option may elect to treat the mobile home and some or all of the related property as real property, or as real property hereunder, or may proceed under the security agreement with respect to part of the foreclosed real property, or may elect to realize 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 real property, and may take any action as it may deem appropriate to collect the rents and profits therefrom and apply same to any indebtedness due to the mortgagee, and the parties agree that the reference herein to the mobile home shall not be deemed to be a reference to any other real property, and that the real estate but not the mobile home may at the option of the Bank be treated as real property, and that all such property, including all real property, may be used or disposed of as real property, and the mortgagors shall not be deemed to have any interest in any such property, and the Bank may, at its option, treat all of said property as realty and commence an action to foreclose thereon, and the mortgagors shall not be claiming interests in all or part thereof shall have all the rights and remedies of a mortgagee in real property.

The mortgagors shall pay the mortgage a reasonable sum of money a term of time, which may be legally changed for the foreclosure of this mortgage and in any suit which the mortgagee may bring to enforce the same, and shall pay such reasonable cost of searching records and abstracting as the mortgagee may reasonably demand, and shall pay the mortgage or protecting the same, which costs shall be secured by this mortgage, and the mortgagors shall be liable for the same, and the action to enforce this mortgage or at any time while such proceeds are being paid to the mortgagee, or to any other person, or the appointment of a receiver for the mortgaged property or in any other suit, shall be a lien in priority to all other liens and claims against the mortgaged property.

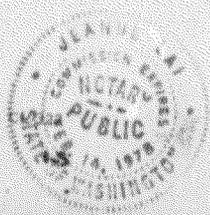
DATED at Vancouver Washington August 6 1976

Frank W. Kellett
Frank W. Kellett
Mary Rita Kellett
Mary Rita Kellett

STATE OF WASHINGTON
County of Clark

THIS IS TO CERTIFY that on this 6 day of August 1976 before me the undersigned Notary public in and for the state of Washington, duly commissioned and sworn, personally appeared Frank W. Kellett and Mary Rita Kellett 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.



Joannalai
Notary public in and for the state of Washington
residing at Vancouver