

BOOK 53 PAGE 544

82838

## REAL ESTATE MORTGAGE

(Leasehold Interest)

This mortgage, made this 22nd day of July, 1976,  
by the mortgagors NORTHWOODS ASSOCIATION,

to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF VANCOUVER, a corporation,  
the mortgagee;

WHEREAS, the State of Washington, Department of Natural Resources,  
did by a certain lease, Lease No. 58985, bearing date of August 11, 1970,  
as amended by document dated February 10, 1972, as authorized under  
RCW '79.01.090, demise and lease for purposes stated in its bid for  
development and use unto Water Front Recreation Inc., a Washington  
Corporation, all and singular the premises hereinafter described, all  
as located in the County of Skamania, State of Washington, to wit:

Government Lots 4 and 8, Section 26, Township 7 North, Range 6  
East of the Willamette Meridian, having an area of 83.40 acres, more  
or less. Subject, however, to an easement for right of way for access  
road acquired by the United States of America, United States Forest  
Service; and

WHEREAS, the term of said lease is for a period of fifty-five  
(55) years from June 1, 1970 to June 1, 2025, subject to a renewal  
as provided by law. Water Front Recreation, Inc., a Washington  
Corporation, is to pay to the State of Washington such sums at such  
times at a place designated, all in accordance with the terms of said  
Lease No. 58985 held in the office of the Department of Natural  
Resources, State of Washington, and as recorded under Auditor's File  
No. 72521, records of Skamania County, Washington; and

WHEREAS, in accordance with the terms of the lease and  
the development plan submitted to the State of Washington, the  
property herein described is not used principally for agricultural  
or farming purposes; and

WHEREAS, Water Front Recreation, Inc. has submitted, and approved,  
and recorded in the Office of the Auditor of Skamania County, Washington,  
a Plat and Survey of the above described property entitled "Water Front  
Recreation, Inc." dated May 14, 1971, on file and of record under Auditor's  
File No. 73635 at page 306 in Book "J" of Miscellaneous Records of Skamania  
County, Washington, together with appurtenant easement as established in  
writing on said plat for the joint use of the area shown as roadways on the  
plat. NORTHWOODS ASSOCIATION

are entering into this mortgage to First Federal Savings and Loan Association  
of Vancouver to secure an indebtedness, to First Federal Savings and Loan  
Association of Vancouver of money being loaned by it and borrowed by the  
mortgagor to construct a single family home on Lot 100 as shown on  
the above referred to Plat and Survey, which is a part of the above described  
plat and survey on record in the office of the Auditor of Skamania County,  
Washington, and within the metes and bounds of the legal description in  
Lease No. 58985 heretofore described.



WHEREAS, Water Front Recreation, Inc. did with approval of the State of Washington and in conformance with the primary lease heretofore described, make, execute and deliver to the mortgagor herein a document entitled "Cabin Site Lease", a copy of which is hereto attached and incorporated herein as if set out in full.

NOW THEREFORE, to secure the just indebtedness of the mortgagor, to First Federal Savings and Loan Association of Vancouver,

NORTHWOODS ASSOCIATION

make the covenants hereinafter stated and mortgages to First Federal Savings and Loan Association of Vancouver, a corporation, mortgagee, their cabin site leasehold interest, on the following real property located in the County of Skamania, State of Washington, to wit:

LOT 100, as shown on the Plat and Survey entitled Record of Survey for Waterfront Recreation, Inc., dated May 14, 1971, on file and of record under Auditor's File No. 73635, at page 306 of Book "J" of Miscellaneous Records of Skamania County, Washington, TOGETHER WITH an appurtenant easement as established in writing on said plat, for the joint use of the areas shown as roadways on the plat. SUBJECT TO reservations by the United States of America in approved selection list number 259 dated March 4, 1953, and recorded September 4, 1953, at page 23, of Book 52 of Deeds, under Auditor's File No. 62114, records of Skamania County, Washington as follows:

"... the provisions, reservations, conditions and limitations of Section 24, Federal Power Act of June 10, 1920, as amended ... and the prior right of the United States, its licensees and permittees to use for power purposes that part within Power Projects Nos. 2071, 2111, and 254."

The Lien : this mortgage shall also extend over and to and shall cover any future interest that the mortgagor may acquire in the said real property, and also all future equipment, appurtenances, or fixtures, attached to or becoming a part thereof, as such equipment and appurtenances are hereinafter described, and also the rentals, issues and profits of the mortgaged property.

The debt secured by this mortgage is in the principal sum of EIGHT THOUSAND TWO HUNDRED and No/100ths----- Dollars, (\$8,200.00) payable in One Hundred Eighty (180) monthly installments of as shown on note Dollars (\$--- ----) each, and the debt secured hereby matures in full on the 1st day of July, 1991, all in accordance with the terms and conditions on one certain

prosissory note evidencing this debt which note is of even date with this mortgage and is made, executed and delivered by the mortgagor to the mortgagee concurrently with this mortgage and as part of this contract.

Also, this mortgage lien shall continue in force and exist as security for any and all other advances which may hereafter be made by the mortgagees to the mortgagor, and shall continue in force and exist as security for any debt owing, or hereafter to become owing, by the mortgagor to the mortgagee.

The mortgagors covenant that they are the owners of the leasehold interest in the above described premises; that they are now free of encumbrance; that this mortgage is for the benefit of the mortgagee for its proper use and benefit for and during all the rest, residue and remainder of said term of years yet to come and unexpired; subject, nevertheless, to the rents, covenants, conditions, and provisions in the indenture of lease mentioned from the State of Washington; that by separate document they have assigned with consent of the State of Washington all of their right, title and interest in and to the above described leasehold interest to the mortgagee herein as a part of this transaction and contract to better secure the mortgage; that the State of Washington has consented to the mortgagor entering into this transaction; that they will keep the buildings and other destructible property covered by this mortgage insured against loss by fire, in a sum at least equal to the mortgagee's appraised value thereof; such insurance contract shall be issued by a responsible insurance company and the policy evidencing the same shall be delivered into the possession of the mortgagee. The said policy shall be endorsed by the mortgagor and shall contain an appropriate clause providing that the loss thereunder, if any, shall be payable to the mortgagee, in accordance with its interest at the time of loss. The mortgagor further covenants that they will pay promptly all premiums on such insurance; and that they will pay promptly before delinquency any and all installments of taxes, special assessments and other governmental levies, together with all rentals and payments required of them under the cabin site lease hereto attached, which may hereafter be levied against or become a lien upon this mortgaged property; that they will keep the buildings and appurtenances on the said property in a good state of repair, all to the effect that the value of the said property shall not be impaired during the life of this mortgage.

The mortgagor further covenants and agrees that any and all electric wiring, furnace and heating systems, including water heaters, burners, fuel storage bins and tanks, the plumbing, ventilating, water and irrigation systems, the screens and screen doors, built-in mirrors, cupboards, cabinets, and other things of like or similar character, and all trees and garden shrubs, shall be considered as, and in case of foreclosure of this mortgage, adjudicated to be, fixtures, and a part of the mortgaged property, and shall pass to the purchaser at any

execution sale resulting from a foreclosure of this mortgage, and in the absence of foreclosure, and during the life of this mortgage, none of such items shall be removed, nor their value in any way impaired, by the mortgagor or their successors. In event Section 5.09 of the master lease referred to below is invoked for the protection of the mortgagee, the above items shall be considered in the same manner as if this mortgage had been foreclosed, or in the event mortgagee obtains possession through any other means the items above referred to shall be considered in like manner.

The mortgagor further covenants and agrees that the loan secured by this mortgage is made upon the personal character and integrity of the mortgagor, as well as upon the security offered, and that therefore they will not convey this mortgaged property, or any interest therein, without the consent of the mortgagee, and if any such consent is given, and any such conveyance made, the purchaser or grantee will, personally, assume and agree to pay this debt.

Now if the mortgagor shall fail to pay any installment of principal or interest upon the debt secured hereby or should they fail to perform strictly any other covenants or conditions of this mortgage, or the note evidencing the debt secured hereby, or the covenants, conditions and terms of the lease indenture with Water Front Recreation, Inc., identified and referred to above, then, at the election of the mortgagee, the whole debt secured hereby shall become immediately due and payable and mortgagee may invoke all or any of the terms of the lease made by the mortgagor with Water Front Recreation, Inc. for the benefit of a lending agency. In addition, those premises in the master lease from the State of Washington to Water Front Recreation, Inc. for the benefit of mortgagee are hereby incorporated specifically and mortgagor agrees to assign their cabin site lease to mortgagee herein, referring to, but not limited to, Section 5.08 and Section 5.09, as amended by document dated February 10, 1972, of said lease which state as follows:

**"5.08" Insolvency of Lessee.** If the lessee becomes insolvent or bankrupt, or if a receiver is appointed, the State may cancel, at its option, the lease unless the lease has been used as collateral with the State's consent. If the lessee should default in a payment to the lending agency, the State, upon request by the lender, shall assign the lessee to the lending agency who may, thereafter, either operate the leased site or, with the approval of the State, assign the lease.

**"5.09" Status of Sub-Leases.** Termination of this lease, by cancellation or otherwise, prior to the lease termination date, shall not serve to cancel approved sub-leases, nor derogate from the rights of the lessors of record, but shall operate as an assignment to the State of any and all such sub-leases, together with the unrestricted right of the State to receive all sub-lease payments there-in provided for from the date of said assignment. Upon termination of this lease, by cancellation or otherwise, prior to the termination date of said lease, the lessee shall have no claim to sub-lease payments and/or sub-lease improvement values herein contained."

Or mortgagee may immediately foreclose this mortgage and the property covered by this mortgage may be sold as provided by law, and in event of such assignment or foreclosure sale or the invoking of any other remedy provided by law by the mortgagee, shall be a perpetual bar, both in law and equity, against the mortgagor and against all persons claiming or to claim the premises, or any part thereof by, from, through or under the mortgagor or any of them.

At election of mortgagee; if it so desires, if mortgagor shall fail to pay any installment of taxes, special assessments or other governmental levies that may become due, or if they shall fail to purchase and pay the premium on any policy of insurance, then the mortgagee may pay or advance such sums as may be necessary to pay such tax assessments, or governmental levy, or such insurance premium, and the amount so paid shall be added to and become a part of the debt secured hereby.

The mortgagor further agrees that if they should fail to make the payments as herein provided, or should they fail to perform any other covenant or condition of this contract, and in case of a foreclosure action, they agree to pay, in addition to the principal and interest then due, and in addition to any items of expense as are above mentioned, such sum as the court may adjudge reasonable as attorney's fees in such foreclosure action.

The mortgagor further represents that the funds loaned by the mortgagees and secured by this mortgage are to be used for improvements of the mortgaged premises.

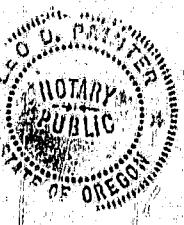
DATED this 29 day of July, 1976  
NORTHWOODS ASSOCIATION

By Robert O. Case  
Robert O. Case President  
By Mary W. Case

By Paul F. Kline  
By Carol G. Pratley

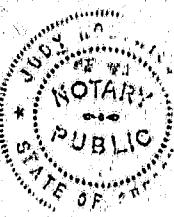
STATE OF Washington)  
County of Hultsma) ss.

On this day personally appeared before me Robert O. Case  
to me known to be the individuals described in 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 uses and purposes therin mentioned.  
Given under my hand and official seal this 29 day of July, 1976.

  
Notary Public in and for the State of Washington, residing in Portland, Oregon. My commission expires 6-14-77.

2) Case personally appeared before me Mary

to me known to be the individuals described in 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 uses and purposes therein mentioned. Given under my hand and official seal this 9<sup>th</sup> day of August, 1976.



Dickie Roberts  
Notary Public in and for the State of Oregon, residing in Portland. My commission expires 3/9/1980.

BOOK 5 PAGE 54

DATED this 10<sup>th</sup> day of August, 1976

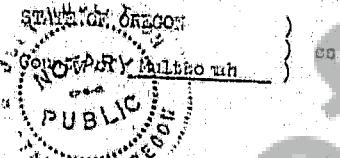
NORTHWOODS ASSOCIATION

By Lee McPherson

By T. R. K.

By Catriona J. Petersen

By Catriona J. Petersen



On this day personally appeared before me T. R. K.  
Catriona J. Petersen

to me known to be the individuals described in 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 uses and purposes therein mentioned.

Given under my hand and official seal this 10<sup>th</sup> day of August, 1976.

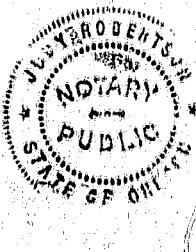
Dickie Roberts  
Notary Public in and for the State of Oregon, residing in Multnomah. My commission expires 3/9/1980.

DATED this 14<sup>th</sup> day of August, 1976.

On this day personally appeared before me Phil Koistina  
and Rose Koistina

to me known to be the individuals described in 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 uses and purposes therein mentioned.

Given under my hand and official seal this 14 day of August, 1976.



Dickie Roberts  
Notary Public in and for the State of Oregon, residing in Portland. My commission expires 3/9/1980.

## BOOK 53 PAGE 547

execution sale resulting from a foreclosure of this mortgage, and in the absence of foreclosure, and during the life of this mortgage, none of such items shall be removed, nor their value in any way impaired, by the mortgagor or their successor. In event Section 5.09 of the master lease referred to below is invoked for the protection of the mortgagee, the above items shall be considered in the same manner as if this mortgage had been foreclosed, or in the event mortgagee obtains possession through any other means the items above referred to shall be considered in like manner.

The mortgagor further covenants and agrees that the loan secured by this mortgage is made upon the personal character and integrity of the mortgagor, as well as upon the security offered, and that therefore they will not convey this mortgaged property, or any interest therein, without the consent of the mortgagee, and if any such consent is given, and any such conveyance made, the purchaser or grantee will, personally, assume and agree to pay this debt.

Now if the mortgagor shall fail to pay any installment of principal or interest upon the debt secured hereby or should they fail to perform strictly any other covenants or conditions of this mortgage, or the note evidencing the debt secured hereby, or the covenants, conditions and terms of the lease indenture with Water Front Recreation, Inc., identified and referred to above, then, at the election of the mortgagee, the whole debt secured hereby shall become immediately due and payable and mortgagee may invoke all or any of the terms of the lease made by the mortgagor with Water Front Recreation, Inc. for the benefit of a lending agency. In addition, those premises in the master lease from the State of Washington to Water Front Recreation, Inc. for the benefit of mortgagee are hereby incorporated specifically herein, referring to, but not limited to, Section 5.08 and Section 5.09, as amended by document dated February 10, 1972, of said lease which state as follows:

"5.08" Insolvency of Lessee. If the Lessee becomes insolvent or bankrupt, or if a receiver is appointed, the State may cancel, at its option, the lease unless the lease has been used as collateral with the State's consent. If the Lessee should default in a payment to the lending agency, the State, upon request by the lender, shall assign the lease to the lending agency who may, thereafter, either operate the leased site or, with the approval of the State, assign the lease.

"5.09" Status of Sub-leases. Termination of this lease, by cancellation or otherwise, prior to the lease termination date, shall not serve to cancel approved sub-leases, nor derogate from the rights of the lessees or record, but shall operate as an assignment to the State of all and all such sub-leases, together with the unrestricted

Or mortgagee may immediately foreclose this mortgage and the property covered by this mortgage may be sold as provided by law, and in event of such assignment or foreclosure sale or the invoking of any other remedy provided by law by the mortgagee, shall be a perpetual bar, both in law and equity, against the mortgagor and against all persons claiming or to claim the premises, or any part thereof by, from, through or under the mortgagor or any of them.

At election of mortgagee; if it so requires, if mortgagor shall fail to pay any instalment of taxes, special assessments or other governmental levies that may become due, or if they shall fail to purchase and pay the premium on any policy of insurance, then the mortgagee may pay or advance such sums as may be necessary to pay such tax assessments, or governmental levy, or such insurance premium, and the amount so paid shall be added to and become a part of the debt secured hereby.

The mortgagor further agrees that if they should fail to make the payments as herein provided, or should they fail to perform any other covenant or condition of this contract, and in case of a foreclosure action, they agree to pay, in addition to the principal and interest then due, and in addition to any items of expense as are above mentioned, such sum as the court may adjudge reasonable as attorney's fees in such foreclosure action.

The mortgagor further represents that the funds loaned by the mortgagees and secured by this mortgage are to be used for improvements of the mortgaged premises.

DATED this 29 day of July, 19 76

NORTHWOODS ASSOCIATION

By Robert O. Case  
Robert O. Case President

By Paul P. Knutson  
By Carol E. Paapila

STATE OF WASHINGTON )  
County of Multnomah )  
ss,

On this day personally appeared before me Robert O. Case

to me known to be the individuals described in 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 uses and purposes therin mentioned.

Given under my hand and official seal this 29 day of July  
1976.

Notary Public in and for the State of Washington, residing in Portland, Oregon  
My commission expires 1-14-79



DATED this 9<sup>th</sup> day of August, 1976.

STATE OF OREGON

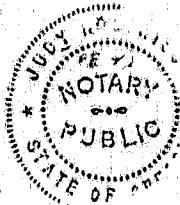
County of Multnomah } ss.

On this day personally appeared before me Mary  
V. Case

to me known to be the individuals described in 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 uses and purposes therein mentioned.

Given under my hand and official seal this 9<sup>th</sup> day of August,  
1976.

*Dickie Robertson*  
Notary Public in and for the State  
of Oregon, residing in Portland.  
My commission expires 3/9/1980.



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DATED this 10<sup>th</sup> day of August, 1976

NORTHWOODS ASSOCIATION

By Leila Johnson By T. R. Koenstra  
By Colleen J. Peterson By Carolyn J. Koenstra

STATE OF OREGON } ss.  
County of Multnomah } ss.  
NOTARY PUBLIC IN OREGON

On this day personally appeared before me Leila Johnson  
Colleen J. Peterson

to me known to be the individuals described in 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 uses and purposes therein mentioned.  
Given under my hand and official seal this 10<sup>th</sup> day of August,  
1976.

*Dickie Robertson*  
Notary Public in and for the State of  
Oregon, residing in Portland.  
My commission expires 3/9/1980.

DATED this 14<sup>th</sup> day of August, 1976.

On this day personally appeared before me Phil Koenstra  
and Carol Koenstra

to me known to be the individuals described in 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 uses and purposes therein mentioned.  
Given under my hand and official seal this 14<sup>th</sup> day of August,  
1976.

in any way impaired, by the mortgagor or their successor. In event Section 5.09 of the master lease referred to below is invoked for the protection of the mortgagee, the above items shall be considered in the same manner as if this mortgage had been foreclosed, or in the event mortgagee obtains possession through any other means the items above referred to shall be considered in like manner.

The mortgagor further covenants and agrees that the loan secured by this mortgage is made upon the personal character and integrity of the mortgagor, as well as upon the security offered, and that therefore they will not convey this mortgaged property, or any interest therein, without the consent of the mortgagee, and if any such consent is given, and any such conveyance made, the purchaser or grantee will, personally, assume and agree to pay this debt.

Now if the mortgagor shall fail to pay any installment of principal or interest upon the debt secured hereby or should they fail to perform strictly any other covenants or conditions of this mortgage, or the note evidencing the debt secured hereby, or the covenants, conditions and terms of the lease indenture with Water Front Recreation, Inc., identified and referred to above, then, at the election of the mortgagee, the whole debt secured hereby shall become immediately due and payable and mortgagee may invoke all or any of the terms of the lease made by the mortgagor with Water Front Recreation, Inc. for the benefit of a lending agency; In addition, those premises in the master lease from the State of Washington to Water Front Recreation, Inc. for the benefit of mortgagee are hereby incorporated specifically, and mortgagor agrees to assign their cabin site lease to mortgagee herein, referring to, but not limited to, Section 5.08 and Section 5.09, as amended by document dated February 10, 1972, of said lease which state as follows:

"5.08" Insolvency of Lessee. If the Lessee becomes insolvent or bankrupt, or if a receiver is appointed, the State may cancel, at its option, the lease unless the lease has been used as collateral with the State's consent. If the Lessee should default in a payment to the lending agency, the State, upon request by the lender, shall assign the lease to the lending agency who may, thereafter, either operate the leased site or, with the approval of the State, assign the lease.

"5.09" Status of Sub-leases. Termination of this lease, by cancellation or otherwise, prior to the lease termination date, shall not serve to cancel approved sub-leases, nor derogate from the rights of the lienholders of record, but shall operate as an assignment to the State of any and all such sub-leases, together with the unrestricted rights of the State to receive all sub-lease payments therein provided for from the date of said assignment. Upon termination of this lease, by cancellation or otherwise, prior to the termination date of said lease, the Lessee still have no claim to sub-lease payments and/or sub-lease improvement values herein contained."

or any part thereof by, from, through or under the mortgagor  
or any of them.

At election of mortgages; if it so desires, if mortgagor  
shall fail to pay any installment of taxes, special assessments  
or other governmental levies that may before due, or if they  
shall fail to purchase and pay the premium on any policy of  
insurance, then the mortgagee may pay or advance such sums as  
may be necessary to pay such tax assessments, or governmental  
levy, or such insurance premium, and the amount so paid shall  
be added to and become a part of the debt secured hereby.

The mortgagor further agrees that if they should fail  
to make the payments as herein provided, or should they fail  
to perform any other covenant or condition of this contract,  
and in case of a foreclosure action, they agree to pay, in addition  
to the principal and interest then due, and in addition to any  
items of expense as are above mentioned, such sum as the court  
may adjudge reasonable as attorney's fees in such foreclosure  
action.

The mortgagor further represents that the funds loaned,  
by the mortgagees and secured by this mortgage are to be used  
for improvements of the mortgaged premises.

DATED this 25 day of July, 19 76

NORTHWOODS ASSOCIATION

By Robert O. Case  
Robert O. Case President

By Mary W. Case

By Ron P. Kinnaird  
By Carole E. Postlethwait

Oregon  
STATE OF WASHINGTON )  
County of Multnomah ) ss.

On this day personally appeared before me Robert O. Case

to me known to be the individuals described in 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 uses and purposes therin mentioned.

Given under my hand and official seal this 25 day of July,  
1976.

  
Notary Public in and for the State of  
Washington, residing in Portland, Oregon  
My commission expires 5-14-75

DATED this 10<sup>th</sup> day of August, 1976

NORTHWOODS ASSOCIATION

By Lee Peterson

By Adrienne J. Peterson By Carol E. Koistina

STATE OF OREGON }  
COUNTY Multnomah } ss.  
\* PUBLIC \*  
STATE OF this day personally appeared before me Lee Peterson  
Adrienne J. Peterson

to be known to be the individuals described in 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 uses and purposes therein mentioned.

Given under my hand and official seal this 10<sup>th</sup> day of August, 1976.

Judy Robertson  
Notary Public in and for the State of  
Oregon, residing in Portland  
My commission expires 3/9/1980.

DATED this 14<sup>th</sup> day of August, 1976.

On this day personally appeared before me Phil Koistina  
and Carol Koistina

to be known to be the individuals described in 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 uses and purposes therein mentioned.

Given under my hand and official seal this 14 day of August, 1976.

Judy Robertson  
Notary Public in and for the State of  
Oregon, residing in Portland  
My commission expires 3/9/1980.