

63191

BOOK 53 PAGE 720

AFTER ENCLOSING RETURN TO
STATE FRANKLIN FEDERAL SAVINGS
AND LOAN ASSOCIATION
One Franklin Place, Seventeenth Floor
One S.W. Columbia Street
Portland, Oregon 97204

CATHY JOHNSON 133341-1
SCTC
7A21

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Portland, Oregon

MORTGAGE

Date OCTOBER 3, 1976

FOR VALUE RECEIVED,

ADOLPH E. DONAT AND CLARA M. DONAT, HUSBAND AND WIFE

"Mortgage," do mortgage to BENJ. FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF PORTLAND, a corporation, "Mortgagor."

PLEASE SEE ATTACHED.

together with all and singular the trappings, implements, rights, rents, leases, profits, easements, mortgages, and encumbrances thereunto belonging, and which may hereinafter be or appear to be, and any and all fixtures, including, but not limited to, windows, screens, blinds, floor coverings, wall-to-wall carpetings, built-in and drop-in ranges, dishwashers, disposals, air-conditioning systems, and washing and irrigation apparatus, now and forever at the time of the execution of this Mortgage, or placed thereon at any time during the pendency of this Mortgage.

This Mortgage is given to secure the payment of the principal amount of \$10,000.00, with interest thereon calculated by a Purchaser Note of even date herewith, all manner.

The Mortgagors, by the execution and delivery of this Mortgage, acknowledge each of them to have given to the sole holder of the said Note, and each and every of said provisions are herewith adopted and fully ratified herein and made a part hereof, as if though set forth at length, that Mortgagors will observe and perform each and every of said agreements and covenants.

Protestant reserve is defined as that amount at any given time remaining on the principal balance of the Note for which the Note balance would have been reduced had Mortgagors paid off the exact same (therefore the protestant reserve is defined as the excess of the ledger balance over the unpaid balance). The Mortgagors are permitted to establish such a protestant reserve, and the same may be advanced to them in assistance to the payments required by the note, further monthly payments of \$100.00, and the principal balance of the Mortgage shall have complied with the terms of this Mortgage and the ledger balance of said Note is thereafter reduced by the amount of the ledger balance to and equals the contractual balance as next payment is herein defined. All interest which accrues while the note and the ledger balance are advanced to the period during which the Mortgagors' next payment is herein permitted shall be added to the three unpaid principal balances. These interest at the rate specified on said Note.

This Mortgage contains future advances to Mortgagors of amounts to an aggregate of \$1,000.00, which advances, as made, shall increase the then existing indebtedness and be secured hereby.

This Mortgagor agrees to, subject to the Benefit of, and looks to, all future benefits, clear title, repairs, improvements, maintenance, successors and assigns. That upon execution of this Mortgage, Mortgagors are deemed members of BENJ. FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF PORTLAND and as members are bound by its Charter, Laws of the United States, state and city laws and regulations of the Federal Home Loan Bank Board.

THE PROVISIONS ON THE REVERSE SIDE CONSTITUTE A PART OF THIS MORTGAGE.

Executed as of the day and year above Mortgage acknowledged

ADOLPH E. DONAT

CLARA M.

[SEAL]

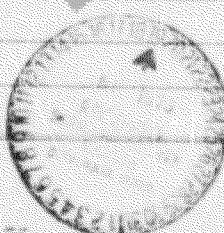
[SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]



STATE OF OREGON

County of Skamania

On

Year

76

personally appeared the above named

ADOLPH E. DONAT AND CLARA M. DONAT, HUSBAND AND WIFE

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

Before me:

[SEAL]

Notary Public for Oregon

My commission expires

1-280

STATE OF OREGON

County of:

On

and

in the

and that the latter is the

that this instrument was voluntarily signed in behalf of the Corporation by authority of its Board of Directors.

who, being sworn, stated that the former
of said Corporation and

Before me:

[SEAL]

Notary Public for Oregon

My commission expires

L-4-Nov-8-76

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

... a tract of land in the Southwest Quarter of the Southeast Quarter

133341-1

THE FOLLOWING ARE THE AGREEMENTS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS INSTRUMENT AND WHICH ARE HEREBY ADOPTED AND INCORPORATED AS A PART THEREOF TO BE OBSERVED AND PERFORMED BY THE PARTIES.

Mortgagor agrees to pay, when due all taxes, levies, and assessments against said property, to keep the buildings upon said property in a good state of repair to pay for such repairs when made, and not suffer or commit any stop or waste to said property; to satisfy any and all liens or encumbrances that are or may become a lien upon said property or any part thereof, superior to the lien of this Mortgage; to keep the buildings and improvements now on or which may hereafter be erected upon the premises situated at favor of Mortgagor in a sum not less than the insurable value thereof, against damage by fire and such other hazards as Mortgagor may designate, and such companies as Mortgagor may approve, have all policies of insurance made payable to Mortgagor as its interest may appear, and cause to be delivered to Mortgagor a written statement of insurance on said property as soon as insured. Failure of Mortgagor to deliver acceptable insurance policies within ten days of the date of application or of existing policies shall authorise Mortgagor to purchase adequate insurance on such properties as it deems necessary. Said Mortgagor shall not be held responsible for failure to have the insurance written, or loss or damage growing out of any defect in any policy of insurance.

In order to pay attorney's fees, expenses, assessments, and amounts or premiums, Mortgagors shall continue Mortgagee otherwise agrees, on her calendar deposited trustfully with Mortgagee an amount intended to be equal to one-twelfth of such taxes, levies, assessments, and amounts or premiums. The amounts so deposited by Mortgagors shall be subject to a rate of interest calculated by applying state law, if being applied, or otherwise intended to be paid thereon by law, or regulation, and then only at the rate of interest calculated to be paid thereon by applicable state law, if being applied, or otherwise intended to be paid thereon by law, or regulation, whichever is greater. There is no agreement for the payment of attorney's fees. The Mortgagee may commence the deposits with its general fund and as it deems appropriate to do so, and account such account as a withdrawal, sufficient amounts to pay such taxes, levies, assessments, and amounts or premiums, and due to the last named Mortgagors shall, upon demand, pay to Mortgagee the amounts then necessary to satisfy such debts. When the balance due Mortgagors on the Promissory Note and any future advances made by Mortgagee to Mortgagors, is paid in full, the balance of the trust fund will be returned to Mortgagors. In the event Mortgagors do not have the power to pay off the trust fund, Mortgagors shall be liable to Mortgagee for the amount of the trust fund, plus interest, and interest. Mortgagors further promises, covenants, and agrees Mortgagee or their attorney, in the event of a default by Mortgagors, to collect all amounts due and owing to Mortgagee, and to pay over to Mortgagee the amount collected, less the amount of any such insurance and similar costs, provided that the maximum amount of the amount collected by the attorney, shall not exceed the amount due and owing to Mortgagee.

Measuring these areas by weight the corresponding total biomass estimates and plant densities of the different grass species, lesser sedges, grasses, and herbaceous ground-cover plants. The numbers of each of the major groups of soil organisms, such as nematodes, collembola, and small insects were also measured to provide the biomass estimates and plant densities of the different grass species. The data obtained are presented in the following tables.

See also: [How to use the search function](#) | [How to use the filters](#) | [How to use the map](#)

and for the purpose of making available to the public such information as may be necessary or appropriate in connection therewith. The expenses of such investigation shall be paid by the State Board of Education. All expenses of such investigation shall be paid by the State Board of Education.

For a period of one year from the date of this Agreement, the Company shall not, directly or indirectly, make any statement or representation which contradicts any of the statements in this Agreement, except in writing and with the prior written consent of the other party.

In the event of termination of this Agreement by either party, or in the event of a default by the Company, the Company shall pay to the Agent the amount of all fees and costs of marketing and advertising which have been expended by the Agent in connection with the sale of the property, and the Agent shall have the right to require payment of all amounts so expended by the Company, and the Agent may deduct from the amount of the compensation due to the Agent under this Agreement the amount so expended.

More recently, the use of the above described methods, including some of the concepts mentioned above, has been advocated. As a result, the interest in the problem has not steadily leveled off over time. As a matter of fact, the interest in the problem has increased significantly.

ARTICLE 11. UNDERRABLE TO CONDEMN MORTGAGEE AND TENANT IN COMMON. Should the mortgaged property be a unit of a condominium, or if Mortgagors are members of a co-operative corporation, or if Mortgagors are tenants in common, or if Mortgagors are joint tenants, then, and in either of such events, if such condition does not conform with the laws of the state to which this instrument relates, then, in such event, the rights of Mortgagors shall be construed without so far as to affect the rights of Mortgagor. Mortgagors shall have the right to correct such breach of Mortgagors' covenants, which covenants shall be set aside, rectified, and, if required, re-enacted in Mortgagors' deed in all manner of their former covenants and to accelerate the indebtedness accrued heretofore and to require that Mortgagor make additional payments at Mortgagors' option.

• 第四章 中国古典文学名著与文化

ADOLPH E. DONAT AND CLARA M. DONAT, HUSBAND AND WIFE

"Mortgagor," do mortgage to BENJ. FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF PORTLAND, a corporation, "Mortgagee."
PLEASE SEE ATTACHED.

together with all and singular the fixtures, hereditaments, rights, rents, issues, profits, easements, privileges, and appurtenances thereto belonging, and which may hereafter belong or appertain, and any and all fixtures, including, but not limited to, awnings, venetian blinds, floor coverings, wall-to-wall carpetings, built-in and drop-in ranges, dishwashers, disposals, sun-control systems, and watering and irrigation apparatus, upon said premises at the time of the execution of this Mortgage, or placed thereon at any time during the term of this Mortgage.

This Mortgage is given to secure the payment of the principal sum of \$ 23,200.00, with interest thereon evidenced by a Promissory Note of even date herewith, all maturing NOVEMBER 5, 2001,

The Mortgagors, by the execution and delivery of this Mortgage, acknowledge each of the provisions printed on the reverse side hereof and agree that each and every of said provisions are herewith adopted and incorporated herein and made a part hereof, as fully as though set forth in length; that Mortgagors will observe and perform each and every of said agreements and provisions.

Protection reserve is defined as that amount at any given time herunder the contractual balance (that sum on which the Note balance would have been reduced had Mortgagors paid at the exact times therefore the exact minimum payments required thereon) exceeds the ledger balance (actual unpaid balance). The Mortgagors are permitted to establish such a protection reserve and for that purpose are authorized to pay, in addition to the payments required by the note, further monthly payments of \$ 12.00. Now, if at any given time the Mortgagors shall have complied with the terms of this Mortgage and the ledger balance of said Note at that time is less than the contractual balance, Mortgagors may, at their option, omit making any further payments required on said Note or reduce such payments until such time as the ledger balance rises to and equals the contractual balance as said term is herein defined. All interest which accrues under the terms of said Note and this Mortgage within the period during which the Mortgagors omit payments as herein permitted shall be added to the then unpaid principal balance and bear interest at the rate specified in said Note.

This Mortgage secures future advances to Mortgagors in amounts to an aggregate of \$3,500.00, which advances, as made, shall merge in the term existing indebtedness and be secured hereby.

This Mortgage applies to, matures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors and assigns. That upon execution of this Mortgage, Mortgagors are declared members of BENJ. FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF PORTLAND and as members, are bound by its Charter, the laws of the United States, and the rules and regulations of the Federal Home Loan Bank Board.

THE PROVISIONS ON THE REVERSE SIDE CONSTITUTE A PART OF THIS MORTGAGE
Executed as of the day and year this Mortgage acknowledged.

ADOLPH E. DONAT [SEAL]

CLARA M. DONAT [SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF OREGON

County of Skamania

On DECEMBER 17, 1973

personally appeared the above named

ADOLPH E. DONAT AND CLARA M. DONAT, HUSBAND AND WIFE

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

Before me:

(SEAL)

Notary Public for Oregon

My commission expires: 1-28-C

STATE OF OREGON

County of:

On:

and

is the

that this instrument was voluntarily signed in behalf of the Corporation by authority of its Board of Directors.

who being sworn, stated that he former
of said Corporation and

Before me:

(SEAL)

Notary Public for Oregon

My commission expires:

Description:

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

A tract of land located in the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4) of Section 17, Township 3 North, Range 8 E. W. M., described as follows:

Beginning at a point 30 feet north of the southwest corner of the SW 1/4 of the said Section 17; thence north 89° 15' east parallel to the south line of the said Section 17 a distance of 881.6 feet to the initial point of the tract hereby described; thence north 89° 15' east 100 feet; thence north 100 feet; thence south 89° 15' west 100 feet; thence south 100 feet to the initial point;

NOTE: Investigation should be made to determine if there are any zoning, restrictions, covenants, easements, or other encumbrances for which we are not advised.

133341-1

THE FOLLOWING ARE THE AGREEMENTS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS INSTRUMENT
AND WHICH ARE HEREBY ADOPTED AND INCORPORATED AS A PART THEREOF TO BE OBSERVED AND PERFORMED.

In order to pay accelerating taxes, levies, assessments, and insurance premiums Mortgagors shall, unless Mortgagor otherwise agrees, as hereinabove stipulated) deposit monthly with Mortgagor an amount estimated to be equal to one-twelfth of such taxes, levies, assessments, and insurance premiums. The amounts so deposited by Mortgagors shall be credited to a non-interest bearing reserve account, unless interest is directed to be paid thereon by federal regulation, and then only at the rate of interest mandated by applicable state law, it being specifically acknowledged that there is no agreement for the payment of interest. The Mortgagee may commingle the deposits with its general funds and is herewith authorized to charge against such account as a withdrawal sufficient amounts to pay accelerating taxes, levies, assessments, and insurance premiums when due, to the full extent of said account, if necessary. Should there be insufficient sums in said account to pay said taxes, levies, assessments, and insurance premiums when due, Mortgagors shall, upon demand, pay to Mortgagee the amount necessary to satisfy said deficiency. When the balance due Mortgagee on the Promissory Note and any future advancements under this Mortgage is reduced to the amount in said reserve account, Mortgagors or Mortgagee shall have the privilege of applying the reserve account balance to full payment of such obligation. In the event Mortgagors shall fail to make payments upon said Promissory Note and for such future advances as secured hereby, Mortgagee may, in its option, split the balance in said reserve account toward the payment of the principal and interest. Mortgagors hereby irrevocably constitute and appoint Mortgagee as their attorney in fact and in their place and stead to make and deliver proofs of loss under or upon any policy of insurance and to adjust such loss or compromise any claim thereunder and collect the proceeds of any such insurance and apply such proceeds either toward the payment of the debt secured hereby or to the repair and rebuilding of the damaged premises as Mortgagee may elect. Neither Mortgagee nor Mortgagee's successors shall apply for the benefits of the deferral of homestead property tax due State law until such deferred taxes are subordinate to the lien of this Mortgage.

Mortgagor may elect to waive the requirement that Mortgagor establishes and make deposits to the reserve account. Then and in that event, Mortgagor shall pay all taxes, levies, assessments, and insurance premiums attributable to the property when due, directly to the payee thereof and shall promptly furnish Mortgagee proof of such payment. Should Mortgagor be delinquent in the payment of taxes, otherwise quarterly tax payments, Mortgagee may require the Mortgagor to establish and make monthly deposits into a reserve account which shall be non-interest bearing, unless interest is directed to be paid thereon by federal regulation and at the rate mandated by state statute. This clause is not a limitation of amounts payable to Mortgagee for Mortgagor's breach of contract.

Mortgagor may enter upon said premises at any reasonable time for inspection or for the purpose of removing any building abandoned by the Mortgagor and for the purpose of making any repairs which the Mortgagor may deem necessary the Mortgagor being the sole subject of the costs to be for such entry, construction or repair. Expenditures made by the Mortgagor for the payment of taxes, insurance premiums, costs of construction or repair, shall, as expended, at once become due bear interest at the rate provided in and Note from the date of expenditure until paid, and be secured by this Mortgage. Mortgagors hereby assign in Mortgage all rents, issues, and profits of said mortgaged property as further security for the payment of sums due or to become due on this Mortgage. Mortgagor shall have the right and is hereby appointed agent to collect such rents, issues, and profits. All operating expenses, and profits so collected by Mortgagor shall be applied to the costs of renting and managing and property costs, a necessary repair thereof and toward the payment of the mortgage debt.

Time is material and if the essence of each and every paragraph and provision of this Mortgage Shall default be made by Mortgagor at the payment of any of the installments on the date provided for or for the performance of any of the covenants or conditions contained in or in the furtherance of the construction of the Loan Agreement then and in such event and as the option of the Mortgagor the whole amount unpaid in said Note together with the interest accrued thereon. The failure of Mortgagor to require performance of any term or condition of said Promissory Note or of this Mortgage shall not operate to mitigate or affect the original liability of Mortgagor.

In any suit to foreclose this Mortgage, the proceeding party shall be entitled to recover from the Mortgagor's expenses provided by statute and costs of searching and abstracting records) as the trial court or any Appellate Court may award as reasonable attorney's fees in any suit, action, or proceeding (and all appeals therefrom) which Mortgagor may have expedited to foreclose or defend to protect the lien hereof. Mortgagors agree to pay a reasonable sum for attorney's fees, costs and disbursements provided by statute and costs of searching and abstracting records which sums shall be set out in the bill of costs of any such action or proceeding. Mortgagors further agree that the owner of record of this Mortgage, in case it becomes necessary for Mortgagors to evict or to assume the payment of rents, taxes and profits, as hereinabove provided, to appoint a receiver or an trustee in a Mortgage to take possession of said property, care for the same, collect rents, taxes, and profits thereon, and prints thereon, the costs of said receivership to be paid by Mortgagors. Mortgagors further agree to pay reasonable attorney's fees, costs and expenses thereon, the costs of said receivership to be paid by Mortgagors. Mortgagors shall be liable for all costs, expenses and damages incurred shall become due at one due date after the date of the filing of the action or proceeding, to the extent of the full unpaid balance due under this Mortgage. Mortgagors shall be liable for all costs, expenses and damages incurred shall become due at one due date after the date of the filing of the action or proceeding, to the extent of the full unpaid balance due under this Mortgage.

ARTICLE V APPLICABLE TO CONDOMINIUMS AND TOWNHOUSES. Should the mortgaged property be a unit or a condominium or townhouse project and should Mortgagors breach the Declaration and Bylaws applicable to such project, we should the associations of unit owners of which Mortgagors are members fail to provide management to maintain and keep in repair the common elements or common areas, then and in either of said events, if such conditions be not corrected within 90 days after written notice to Mortgagors, Mortgagors shall have the right to correct such breach at Mortgagors expense, which expense shall be secured hereby, and, if attorney and other expenses of Mortgagors' attorney in connection therewith, shall be added to the principal amount of the obligation set forth by this Mortgage.

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REGISTERED
INDEXED
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