

## MORTGAGE

S. No. 100-86

The Mortgagors, OTTOUS D. HAUWEGNER AND SWEONOR W. HAUWEGNER, husband and wife,

of Genesee, Wyo.

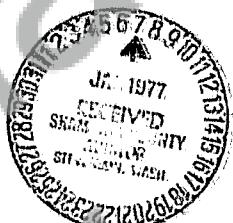
Statements

Hereby mortgagors in Riverview Savings Association, a Washington corporation, the following described real property situated in Lincoln County, State of Washington, to-wit:

A tract of land in the North 37 $\frac{1}{4}$  rods of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ , NW $\frac{1}{4}$ ) of Section 17, Township 31 North, Range 8 E., W. M., described as follows:

Beginning at the Northwest corner of Section 17; thence South 00° 57' 20" West along the West line of said Section 17 a distance of 11,321.79 feet to the center line of the county road known and designated as the Old Detour Road ((County Road No. 233)) being the initial point of the tract hereby described; thence South 00° 57' 20" West along the West line of said Section 17 a distance of 495.69 feet to the North right of way of the G.R.R., transmuted on line ((Hanford-Oxbands)); thence North 62° 43' 30" East 204.35 feet; thence North 00° 57' 20" East 418.27 feet to the centerline of Old Detour Road; thence Eastward along the centerline of said Old Detour Road 211.5 feet, more or less, to the initial point.

## SUBJECT TO THE EASEMENTS AND RIGHTS OF WAY.



and all interest or estate therein that the mortgagors may hereafter acquire, together with the appurtenances and all writings, window shades, screens, mantles, and all plumbing, lighting, heating, cooling, ventilating, elevating and washing apparatus, furnace and heating systems, water heaters, burners, fuel storage bins and tanks and irrigation systems and all built-in fixtures, ovens, cooking ranges, refrigerator, dishwashers and cupboards and cabinets, and all trees, gardens and shrubbery, and other like things and matters, and other fixtures whether now or hereafter belonging to or used in the enjoyment of said property, all of which shall be construed as a part of the realty. The within described mortgaged property is not used principally for agricultural or farming purposes.

All to secure the payment of the sum of **FOURTY-FIVE THOUSAND AND NO/100**

45,000.00 Dollars,

with interest thereon, and payable in monthly installments of \$ 476.72 each Month, beginning on the 10th day of February, 1977, and payable on the 10th day of each month thereafter, according to the terms and conditions of one certain promissory note bearing over date hereof.

This mortgage shall continue in force and exist as security for any and all other advances which may hereafter be made by the Mortgagor to the Mortgagor, and shall continue in force and exist as security for any debt now owing, or hereafter to become owing, by the Mortgagor to the Mortgagor.

The Mortgagor hereby, jointly and severally if more than one, covenant and agree with the Mortgagor as follows:

That the Mortgagor have a valid, unencumbered title in fee simple to said premises, and will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

That the Mortgagor will during the continuance of this mortgage, permit no waste or strip of the mortgaged premises and will keep the buildings and appurtenances on said property in good state of repair.

That the Mortgagors will pay said promissory note according to its terms. Should the Mortgagors fail to pay any installment of principal or interest provided for in said note, or any sum due under this mortgage, or breach of any covenant or agreement herein contained, then the entire right secured by this mortgage shall, at the election of the Mortgagor, become immediately due and payable. Should the Mortgagors fail to pay any sum which they are required to pay, the Mortgagor may, without waiver of any remedy hereunder for such breach, make full or partial payment thereof, and the amount so paid with interest thereon at 15% per annum shall become immediately payable to the Mortgagor and shall be secured by this mortgage. Any payments made by the Mortgagor upon the indebtedness secured by this mortgage may be applied as the Mortgagor may elect either upon the amount which may be due upon said promissory note or upon any amount which may be due under the provisions of this mortgage.

That the Mortgagors will keep all buildings thereon continuously insured against loss or damage by fire and such other hazards as the Mortgagor may specify to the extent of the amount due hereunder, in some responsible insurance company or companies satisfactory to the Mortgagor and for the protection of the latter, and that the Mortgagor will cause all insurance policies to be suitably endorsed and delivered to the Mortgagor, together with receipts showing payment of all premiums due therefor, and that the Mortgagor will keep no insurance on said buildings other than as stated herein. That it shall be optional therewith, and that the Mortgagor will cause the insurance shall be written, and to name the company or companies and the agents thereof by which the insurance shall be written, and to refuse acceptance of any policy offered, and to surrender and cause to be canceled any policy which may be received or accepted and to place the insurance or cause the policies to be written, all at the cost, charge and expense of the Mortgagor; and in no event shall the Mortgagor be held responsible for failure to have any insurance written or for any loss or damage incurred out of a defect in any policy, or growing out of the failure of any insurance company to pay for any loss or damage insured against. That the Mortgagor is authorized to compromise and settle any claim for insurance, and to receipt therefor on behalf both of the Mortgagor and their assigns and the Mortgagors.

That the Mortgagors will pay all taxes, assessments, and other governmental levies, now or hereafter assessed against the mortgaged premises, or imposed upon this mortgage or the note secured hereby, as soon as the same become due and payable, and shall immediately pay and discharge any lien having precedence over this mortgage. And to assure prompt payment the Mortgagor agrees to pay to the Mortgagee monthly budget payments estimated by the Mortgagor to equal one-twelfth of the annual insurance premiums, taxes, assessments, and other governmental levies, which are or may become due upon the mortgaged premises, or upon this mortgage or the note secured hereby, the amount of such payment to be adjusted from time to time as conditions may require. The budget payments so accumulated may be applied by the Mortgagee to the payment of such taxes, assessments, or levies in the amounts shown by the official statements thereof, and to the payment of insurance premiums in the amount actually paid or incurred therfor. And such budget payments are hereby pledged to the Mortgagee as collateral security for full performance of this mortgage and the note secured hereby, and the Mortgagee may, at any time, without notice, apply said budget payments upon any sums delinquent upon said note or under the terms of this mortgage.

In any action brought to foreclose this mortgage or to protect the lien hereof, the Mortgagor shall be entitled to recover from the Mortgagor a reasonable attorney fee to be allowed by the court, and the reasonable cost of searching the records and obtaining abstracts of title or title reports for use in said action, and said sums shall be secured by this mortgage. In such foreclosure action a deficiency judgment may be entered in favor of the Mortgagee, and receiver may be appointed at the Mortgagee's request to collect the rents, issues and profits from the mortgaged premises.

And it is further covenanted and agreed that the owner and holder of this mortgage and of the promissory note secured hereby shall have the right, without notice, to grant to any person liable for said mortgage indebtedness, any extension of time for payment of all or any part thereof, without in any way affecting the personal liability of any party obligated to pay such indebtedness.

Wherever the terms "mortgagors" occur herein it shall mean "mortgagor" when only one person executed this document, and the liability hereunder shall be joint and several.

Dated at Camas, Washington January 6.  
Stevenson.

, A. D. 10 77

OTTIS D. HOLWEGNER

SYLVIA L. HOLWEGNER

**STATE OF WASHINGTON.**

County of Clark Skamania

On this day personally appeared before me OTTIS D. HOLWEGNER AND SYLVIA L. HOLWEGNER, husband and wife, and the known to be the individual(s) 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 6th day of January 1977.

*Notary Public in and for the State of Washington*

**Stevenson**

82436  
NETTAGE

FROM	SYLVIS B. HOLZINGER AND SYLVIA L. HOLZINGER to	resulting at Comes, therein. Stevenson
Riverview Savings Association comes, Vancouver		
MAIL OR WIRE TO: RIVERVIEW SAVINGS ASSOCIATION COUNTY OF CLARK, WASHINGTON		
RECEIVED CERTIFY THAT THE FIFTH STATEMENT OF ESTATE, FILED BY Sylvia L. Holzinger, Esq., At 1-204, 4th & 1st was recorded in book, 12 on 2/2/54, at page, 275, names of executors, Sylvia L. Holzinger, County Auditor.		
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