BOOK 53 PAGE 901

34-20-1165

83503

CONSUMER LOAN DIVISION
(General Mortgage)

STATE OF WASHINGTON FOR RECORDER'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY [illegible]
OF [illegible]
AT [illegible] A [illegible] 19 77
WAS RECORDED IN BOOK 53
OF [illegible] AT PAGE 901
RECORDS OF SKAMANIA COUNTY, WASH.
[illegible]
COUNTY AUDITOR
[illegible]

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED
COMPARED
MAILED

Filed for record at request of:

NAME WASHINGTON MUTUAL SAVINGS BANK

ADDRESS 1201 Main Street

CITY Vancouver, STATE Wa. 98660

SK-10057

SECOND MORTGAGE

The Borrower PAUL R. PENNER and SUZANNE K. PENNER ("Borrower") hereby mortgages to WASHINGTON MUTUAL SAVINGS BANK ("Bank") the following described real property situated in Skamania county, state of Washington, and all interest or estate therein that the Borrower may hereafter acquire, together with the income, rents and profits therefrom:

The Southwest quarter of the Southwest quarter of the Southeast quarter of Section 36, Township 4 North, Range 7 and one-half East of the W.M.

TOGETHER with all plumbing, lighting, air conditioning, heating apparatus and equipment, and all fencing, blinds, drapes, floor coverings, built-in appliances, fixtures, and any structures now or hereafter installed in or used in connection with such property, all of which shall be considered a part of the real estate. All of the property herein described is collectively referred to as the "Property." To the extent any of the Property may be subject to the Uniform Commercial Code, this is a security agreement granting Bank, as secured party, a security interest in such Property.

1. SECURITY. This Mortgage is given as security for the payment of SIX THOUSAND EIGHT HUNDRED THIRTY ONE AND NO/100 Dollars ($ 6,831.00), with interest, pursuant to one or more promissory notes now or hereafter executed by Borrower and such further sums as may be advanced by Bank under Section 4 or to protect the Property or its interest therein (which sums are collectively called the "Debt"). If the Debt is evidenced by more than one note, payments may be credited to any of such notes as Bank may elect.

2. COVENANTS OF BORROWER. Borrower covenants:

(a) He is the owner or contract purchaser of the Property, which is unencumbered except by: easements, reservations, and restrictions of record not inconsistent with the intended use thereof, and a mortgage or deed of trust given in good faith and for value, and that he will timely perform all terms, covenants and conditions of any prior contract, mortgage or deed of trust.

(b) The Property is not used principally or primarily for agricultural or farming purposes.

(c) To commit or permit no waste of the Property, to keep the Property in good order and repair, not to move or alter or demolish any of the improvements on the Property without Bank's written consent, not to sell or transfer the Property or any interest therein without Bank's written consent (in considering any such transfer Bank may apply the same standards with respect to qualification of prospective purchasers and adequacy of the security as it then would apply in underwriting a new loan and as a condition of any such consent Bank may require credit reports and financial statements from prospective purchasers, payment of all reasonable costs and fees in connection with the transfer, and such other matters as Bank may from time to time require in connection with new loans).

(d) To allow Bank to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property;

(e) To pay before delinquent all lawful taxes and assessments on the Property and on this Mortgage or on the Debt, including any amount due under prior contract, mortgage, or deed of trust;

(f) To preserve and protect this mortgage as a valid lien on the Property, subject only to liens described in Section 2(a) and to keep the Property free of all encumbrances which may impair Bank's security, and without limiting the generality of the foregoing the assertion of priority of any other encumbrance other than those presently existing over this Mortgage in any pleading filed in any action shall impair the lien hereof; and

(g) To keep the improvements continuously insured by a company satisfactory to Bank against fire and extended coverage perils or such other risks as Bank may reasonably require, in the greater of the original amount of the Debt or the replacement value of the improvements as determined by Borrower's insurer, or in a lesser amount recommended by such insurer and accepted by Bank; and to cause all insurance policies to be endorsed to show the interest of and be delivered to Bank.

3. PROCEEDS OF INSURANCE — CONDEMNATION. The proceeds of any insurance coverage on any of the Property and any awards in or payments in lieu of any condemnation shall be paid to Bank, which shall have the option to apply the same, less expenses of collection: on the Debt, or to the restoration of the Property, or to pay such sums to Borrower, his successors, or assigns.

4. CURING OF DEFAULTS. Should Borrower fail to keep any of the foregoing covenants, or should default occur under any prior contract, mortgage or deed of trust, Bank may perform the [illegible] without waiving any other [illegible] remedy for any such breach, and all expenses in that behalf shall be secured hereby, bear interest at the rate of twelve percent (12%) per annum and be repayable by Borrower on demand.

5. DEFAULTS — SALE. Time is of the essence hereunder, and upon default in payment of any installment of the Debt, or of a breach of any of the covenants hereof, or of any such prior contract, mortgage or deed of trust, all sums secured hereby shall immediately become due and payable at the option of the Bank and this mortgage may be foreclosed, and the Bank may enter into possession of the Property and take such other action as it may deem appropriate to collect the rents and profits therefrom and apply the same to any sum secured hereby in such order as [illegible]

6. FEES AND COSTS. Borrower shall pay Bank [illegible] costs of searching records, and other reasonable expenses as allowed by law, and reasonable attorneys fees (including fees [illegible]) in any suit lawfully brought to foreclose this mortgage, in any suit or proceeding which Bank is obligated to [illegible] or defend to protect the lien hereof, [illegible] taken by Bank to dispose of the Property, including any disposition under the Uniform Commercial Code, which sums shall be secured hereby and may be included in the decree of foreclosure [illegible] under the Uniform Commercial Code.

7. APPOINTMENT OF RECEIVER. Upon default [illegible] of any action to foreclose this mortgage, [illegible] may apply for and secure the appointment of a receiver for the Property or any part thereof, and the [illegible]

8. MISCELLANEOUS. This [illegible] to and bind the heirs, devisees, legatees, [illegible] executors, [illegible] and assigns of the parties hereto. [illegible] number shall include the [illegible] gender shall be applicable to all genders. If any provision hereof shall be [illegible] invalidate any other [illegible] this deed, [illegible] shall be construed as if [illegible] be invalid, and all rights and obligations of the parties shall be construed and enforced as [illegible]

DATED at Vancouver [illegible] January 19 [illegible]

Paul R. Penner

Suzanne K. Penner

STATE OF WASHINGTON)
) ss.
COUNTY OF Clark)

THIS IS TO CERTIFY that on this 19th day of January 19 7[illegible], before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared PAUL R. PENNER and SUZANNE K. PENNER 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.

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