83618

BOOK 54 PAGE 10

REAL ESTATE MORTGAGE

(Washington Form)

TRANSFER BY MORTGAGOR RESTRICTED

SK-10151

THIS MORTGAGE, made this 11 day of February, 1977, by and between

Jack E. & Margaret Bodle

of Cook, County of Skamania, State of Washington, hereinafter called "mortgagor," and RAINIER NATIONAL BANK, a national banking association, hereinafter called "mortgagee," at its White Salmon Office in White Salmon, Washington.

WITNESSETH:

The mortgagor hereby mortgages to the mortgagee, its successors and assigns, the following described real property, situated in the County of Skamania, State of Washington, to-wit:

North half of Lot 1, Block 15, Manzanola Orchard & Land Company Tracts, according to Official plat thereof on file and of record page 37, Book A of plats records of Skamania County, Washington, said real property being also described as North Half of the Northeast quarter of the Northwest quarter of Northeast quarter, Section 15 Township 3 North, Range 9 east W. M.

TOGETHER WITH all right, title and interest therein, now owned or hereafter acquired, all rents, issues and profits accrued or to accrue therefrom, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all fixtures, apparatus and equipment which are now or may hereafter be in any way attached to or part of said real property or any improvement thereon, including, but without limiting the generality of the foregoing, all plumbing, heating, lighting, incinerating, refrigerating, air cooling, air conditioning, elevator and lifting apparatus, fixtures and equipment; all engines, pipes, ducts, pumps, compressors, tanks, ventilators, motors, conduits, antennae, panels and switchboards, all built-in stoves, dishwashers, refrigerators and other appliances; all partitions, cabinets and wallbeds; and any and all renewals, replacements, betterments and substitutions made with respect to any and all of the foregoing, all of which said property shall be deemed to constitute a part of the realty.

This mortgage is given and intended as security for the payment of the principal sum of *** Eleven thousand seven hundred seventy five and 71/100 ************************************** Dollars ($11,775.71***************), together with interest thereon in accordance with the terms of a certain promissory note of even date herewith, executed and delivered by the mortgagor in favor of the mortgagee, or its order, and any renewals or extensions thereof.

This mortgage is also given and intended as security for the payment by the mortgagor to the mortgagee of such additional sums of money as may hereafter be loaned or advanced by the mortgagee to or for the account of mortgagor, [illegible]

The mortgagor covenants and agrees with the mortgagee that said mortgagor will: [illegible]

(1) Forever warrant the title to all of the mortgaged property [illegible]

(2) Promptly pay the principal and interest of said indebtedness [illegible] in accordance with the terms of said promissory note or notes, and any renewals or extensions thereof.

(3) Pay and discharge, as the same become due and payable, [illegible] taxes, assessments, water rates and other charges of whatever kind and character, [illegible]

(4) Maintain, preserve and keep all of the mortgaged property in good condition and repair [illegible]

(5) Keep the mortgaged property at all times insured [illegible]

(6) NOT, WITHOUT THE MORTGAGEE'S WRITTEN CONSENT FIRST HAD AND RECEIVED, MAKE ANY SALE, CONVEYANCE OR OTHER TRANSFER OF THE MORTGAGED PROPERTY, UNLESS AS AN INCIDENT OF THE CLOSING OF SUCH TRANSFER THIS MORTGAGE SHALL BE FULLY PAID; PROVIDED, HOWEVER, THE PASSING OF THE MORTGAGED PROPERTY BY WILL OR BY DESCENT AND DISTRIBUTION SHALL NOT BE DEEMED A PROHIBITED TRANSFER HEREUNDER.

In the event of a breach of any of the aforesaid agreements or covenants, and in addition to all other rights and remedies hereunder or by law provided, [illegible]

Any sums payable under any insurance policy aforesaid and any moneys which may be paid [illegible]

In the event of default in the payment of said indebtedness or in the event of a breach of any of the covenants, warranties or agreements contained [illegible]

So long as there shall be no default under the terms of this mortgage [illegible]

In the event of any suit or other proceeding for the recovery of said indebtedness and/or foreclosure of this mortgage in which mortgagee shall appear [illegible] the mortgagor agrees to pay the mortgagee a reasonable attorney's fee, together with the cost of search and report on title preliminary to foreclosure, all of which sums shall be secured hereby.

All rights and remedies of mortgagee shall be cumulative and none shall be deemed exhausted by the exercise thereof. No failure or omission on the part of the mortgagee to exercise any such right or remedy upon default shall be deemed a waiver of its right to subsequently exercise the same with respect to the same or any other default or defaults which may at any time exist.

If any term, provision or condition of this mortgage shall be finally adjudged to be unlawful or unenforceable, the same shall be deemed stricken herefrom and the balance of this mortgage shall be and remain in full force and effect.

This mortgage is binding on the heirs, personal representatives, successors and assigns of the mortgagor, and shall inure to the benefit of mortgagee, its successors and assigns. Words used herein shall take the singular or plural number as the number of parties hereto shall require, and if there is more than one signer as mortgagor, their obligations hereunder shall be joint and several.

Time is of the essence of this mortgage.

The within described mortgaged property is not used principally for agricultural or farming purposes.

IN WITNESS WHEREOF, the person(s) designated as mortgagor have set hand and seal hereto, the day and year first above written.

Jack E Bodle

Margaret Bodle

83618

STATE OF WASHINGTON
County of Klickitat } ss.

NOTARIAL ACKNOWLEDGMENT
(Individual or Partnership)

On this 11th day of February, 19 77, before me personally appeared Jack E. and Margaret Bodle

to me known to be the individual[illegible] described in and who executed the within and foregoing instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned [illegible]

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

[illegible signature]
Notary Public in and for the State of Washington
residing at White Salmon

STATE OF WASHINGTON
County of } ss.

NOTARIAL ACKNOWLEDGMENT
(Corporation)

On this day of , 19 , before me personally appeared

and

and

to me known to be the [illegible] of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they [illegible] authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

Notary Public in and for the State of Washington
residing at

REAL ESTATE MORTGAGE
(Washington Form)

Filed for Record at Request of

RAINIER NATIONAL BANK

P.O. BOX OR STREET

CITY, STATE, ZIP CODE NO.

Office

REGISTERED	E
INDEXED: DIR.	[illegible]
INDIRECT:	[illegible]
RECORDED:	
COMPARED	
MAILED	

THIS SPACE RESERVED FOR RECORDER'S USE:
STATE OF WASHINGTON
COUNTY OF SKAMANIA } ss.

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY
Skam. Co. Title Co.
OF Stevenson, Wa.
AT 9:30 A M Feb 23 1977
WAS RECORDED IN BOOK 54
OF Mtg AT PAGE 10
RECORDS OF SKAMANIA COUNTY, WASH.
[signature] Todd
AUDITOR
E. [signature]
DEPUTY