

TC

88638

THIS MORTGAGE, Made this 1st day of February, 1977,

by

CHESTER G. FERRELL

Mortgagor,

to

CLERKS 1092 FEDERAL CREDIT UNION

Mortgagee,

WITNESSETH, That said mortgagor, in consideration of \*\*\*FIFTEEN THOUSAND

and no/100-- - - - - Dollars, to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Skamania County, State of Washington, bounded and described as follows, to-wit:

Lots 1, 2, 3 and 4 of the Block One, and Lots 1, 2, 3 and 4 of Block Two, at PRINDLE PARK ESTATES according to the official plat thereof on file and of record at page 131 of Book A of Plats, Records of Skamania County, Washington



Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of one promissory note of which the following is a substantial copy:

Promise to pay to Clerks 1092 Federal Credit Union the amount of Fifteen Thousand Dollars together with interest at the annual percentage rate of 9% to be paid in 120 months; payments or less if paid in advance, each payment to be not less than \$190.00 each month to include interest due each month computed at the rate of 3/4 of one percent per month on the unpaid balance, the first payment due on or before March 1, 1977 and on the first day of each month following until paid in full.

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit February 1, 1987.

And said mortgagee covenants to and with the mortgagor, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises and has a valid unencumbered title thereto

and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and payable and he shall remain the same until he becomes delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note, or obligate a secured by this mortgage, or a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor in their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same at mortgagor's expense; that he will keep the buildings and improvements on said premises in good repair and will not curtail or suffer any waste of said premises. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay, for filing, the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

The mortgagor warrants that the proceeds of the loan represented by the above described mortgage are:  
(a) primarily for mortgagor's personal, family, household or agricultural purposes (see variant Notice below),  
(b) for an organization or even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

Now, therefore, it said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note, it being agreed that a failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, understood and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

Chester C. Ferrell

IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable. If warranty (a) is applicable and if the mortgage is a residential loan, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z. The mortgagee MUST comply with the Act and Regulation by making required disclosures for this purpose. If the mortgage is a business or commercial loan, the mortgagee MUST comply with the Act and Regulation by making required disclosures for this purpose. If the mortgage is a business or commercial loan, the mortgagee MUST comply with the Act and Regulation by making required disclosures for this purpose. If the mortgage is a business or commercial loan, the mortgagee MUST comply with the Act and Regulation by making required disclosures for this purpose.

MORTGAGE

(FORM No. 105A)

Chester C. Ferrell

TO

Clarks 1092 ECL  
915 N.E. Davis St.  
Portland, Oregon 97232

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 19 at o'clock M and recorded in book or as the number of Record of Mortgages of said County. Witness my hand and seal of County affixed.

Title

By

Deputy

REGISTERED	INDEXED	FILED	RECORDED	COMPARSED	MAILED
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STATE OF OREGON,

County of Multnomah

BE IT REMEMBERED, That on this 1st day of February, 1977, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named CHESTER C. FERRELL

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission expires 6-16-78