

22030

TOPPA 5* PAGE 697

EXCELSIOR

MORTGAGE

The Monarchs

RONALD E. STURGEON, a single man

4. Gladstone, Oregon

Herby amends to the Skamania County Assessor, a Washington corporation, the following described real property situated in ~~Cook~~ County, State of Washington, known as:

Let S of Chen-Hey-Hill, according to the official plot thereof on file and of record at page 139 of Book A of Plots, records of Skamania County, Washington.



and all interest or estate therein that the mortgagors may hereafter acquire, together with the appurtenances and all awnings, window shades, screens, mantles, and all plumbing, lighting, heating, cooling, ventilating, elevating and watering apparatus, furnace and heating systems, water heaters, burners, fuel storage bins and tanks and irrigation systems and all built-in mirrors, ovens, cooking ranges, refrigerators, dishwashers and cupboards and cabinets, and all trees, gardens and shrubbery, and other like things and matters, and other fixtures, whether now or hereafter acquired 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 THIRTY THOUSAND AND 10/-/100

with interest thereon, and payable in monthly installments of \$ 240.00 each month, beginning on the 10th day of October 1977, and payable on the 10th day of each month thereafter, according to the terms and conditions of a certain promissory note bearing even date herewith.

This mortgage hereinafter contained 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 be owing by the Mortgagor to the Mortgagor.

and the Mortgagor shall pay to the Lender the amount of any such payment or prepayment.

That the Metzingers have a valid, unchallenged title in fee simple to said premises, and will warrant and forever defend the same, subject to all valid, unchallenged claims and demands of all persons whomsoever.

That the ~~holders~~ ^{holders} will during the continuance of this mortgage, permit no waste or strip of the mortgaged premises.

That the Mortgagors will pay and promissory note according to its terms. Should the Mortgagors fail to pay any interest, principal or interest provided for in and here, or any sum due under this mortgage, or breach of any covenant or agreement contained in this instrument, that the entire right retained by the Mortgagors shall, at the election of the Mortgagor, become absolutely due and payable. Should the Mortgagors fail to pay any sum which they are required to pay, the Mortgagors may waive of my entire responsibility for such amount, make full or partial payment thereof, and the amount so paid with interest thereon at 10% per annum shall become immediately payable to the Mortgagor and shall be secured by this mortgage. Any payment made by the Mortgagors upon this instrument in satisfaction of any amount may be applied on the mortgage in either of the amounts which may be due upon said promissory note or upon any amount which may be due under the provisions

What the Mortgagors will keep all buildings, the room conveniently located, adding less or damage by fire and the other
fire and the fire damage to the patient 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 Mortgagors will cause all premiums due
policies to be suitably enforced and collected to the Mortgagors, together with retroactive closing payment of all premium due
therefor, and that the Mortgagors will keep no insurance on said building other than as stated herein. That it shall be optional
with the Mortgagor to name the company or companies, and the agents thereof by which the insurance shall be written, and to
reduce or increase
any policy or policies, and to change and cause to be exceeding any policy which may be written for
any reason, and to cancel
the insurance or renew the policies to be written, at the cost, charge and expense of the Mortgagor; but
in the event of any
loss or damage to the building or any part thereof, the Mortgagors be held responsible for failure to have any insurance written or for any loss or damage greater
than the amount of any
policy or growing out of the failure of any insurance company to pay the any loss or damage insured
against. That the
Mortgagors be authorized to compromise and settle any claim for damage, and to keep the same in
their names 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 secure prompt payment the Mortgagors agree to pay to the Mortgagee monthly budget payments estimated by the Mortgagee 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 payments 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 therefor. 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 Mortgagee shall be entitled to recover from the Mortgagors 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 a 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 preliminary 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 "mortgayer" when only one person executed this document, and the liability hereunder shall be joint and several.

Dated at Camas, Washington

May 2 A.D. 1977

STATE OF WASHINGTON,
County of Clark

On this day personally appeared before me RONALD L. STUMLAND, a single man
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged
that he signed the same as his free and voluntary act and deed, for the uses and purposes thereto mentioned.

Given under my hand and official seal this 2nd day of May 1977

A. D.

Notary Public in and for the State of Washington
residing at Camas, therein.

MORTGAGE

LAW OFFICES

FROM

RONALD L. STUMLAND

Kitsap Savings Association

STATE OF WASHINGTON
SOCIETY OF NOTARIES

NOTARIAL ACT OF NOTARY PLEDGED

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