

83457

84033

REAL ESTATE MORTGAGE
(Washington Form)

TRANSFER BY
MORTGAGOR
RESTRICTED

THIS MORTGAGE, made this 7th day of January

I.P.D.
ETC
1977
1977

In and between

Vernon N. Ellison and Ella Ellison
Underwood, County of Skamania
RAINIER NATIONAL BANK, a national banking association, hereinafter called "mortgagee," at its
White Salmon Office in White Salmon Washington.

State of Washington, hereinafter called "mortgagor," and
its successors and assigns, the following described real property, situated in the County of
Skamania State of Washington, to-wit:

The North 231 feet of the SE quarter of the NE quarter (SE^{1/4}NE^{1/4}) of Section 22,
Twpship 3N, Range 10E W.M.

TOGETHER WITH all right, title and interest thereof, now owned or hereafter acquired, all rents, issues and profits accrued or to accrue therefrom, and all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining and all fixtures, equipment and improvement which are now or may hereafter be in any way attached to or part of said real property or any improvement thereon, building, but without limiting the generality of the foregoing, all plumbing, heating, lighting, incinerating, refrigerating, air cooling, air conditioning, electric and lifting apparatus, fixtures and equipment, all engines, pipes, ducts, flues, air intakes, fans, ventilators, motors, conductors and race panels and switchboards; all built-in stoves, dishwashers, refrigerators and other appliances, all partitions, shelves and walls, and any and all renewals, replacements, repairs, elements and substitutions made with respect to any and all of the foregoing, all of which said property shall be deemed to constitute part of the mortgagor's estate.

This mortgage is given and intended as security for the payment of the principal sum of **seven thousand nine hundred-**

fifty dollars **1 mo/100****

plus *** * * * *** **\$47,950.00****

together with interest thereon, to-wit, the sum of a regular promissory note of even date herewith executed and delivered by the mortgagor to the favor of the mortgagee, of the sum and date referred to hereinabove.

This mortgage is also given and intended as security for the payment to the mortgagee of such additional sums of money as may hereafter be loaned or advanced by the mortgagee to the mortgagor for the account of mortgages, including any amounts advanced or to be provided, for more than the unpaid principal balance of all loans or advances made by the mortgagee to or for the account of the mortgagor which have to be secured hereby shall not be due or payable until the principal amount of both above and unpaid, regardless of any time which may have been from or during from, said mortgage to the mortgagee; provided further, that nothing herein contained shall be construed as obliging or shall obligate the mortgagee to make any such future loans or advances and provided further, the limitations as to the amount of such loans or advances shall apply to the amounts advanced or to costs or fees incurred by the mortgagee in connection with the loans or advances of any kind.

The mortgagor covenants and agrees with the mortgagee that, so long as this mortgage remains outstanding, he will:

1. Properly care for and maintain the property in good condition, repair and keep it in good condition, free and clear of all claims, liens and encumbrances other than those herein specifically set forth and otherwise set forth in the instrument of title thereto.

2. Promptly pay the principal and interest on the sum of **\$47,950.00**** plus interest, and the taxes, assessments, water rates and other charges of whatever kind and character, whether owing or due to the mortgagee or to any other person, which are now or may hereafter be levied or assessed against, or which may or might become due under the mortgaged property or any part thereof, and to pay this mortgage or the money or debt secured hereby.

3. Maintain, preserve and keep all the property in good condition, repair and keep it in good condition, free and clear of all encumbrances, and permit mortgagor's inspection thereof at any and all reasonable times.

4. Keep the mortgaged property, at all times, covered by a full and extended coverage, and against such risks as may be deemed necessary by the insurance company or companies to be responsible for the property, and to keep the same insured to the full amount of each amount under such further conditions and restrictions, as may be required by law, and to cause the insurance company or companies to the mortgagee, cause to be attached to each policy or policies, a form certificate of the insurance company or companies, and to cause the same to be countersigned by the insurance company or companies, and to cause the same to be delivered to the mortgagee, and evidence payment in full of all premiums theron, at least 30 days in advance of due date.

NOT WITHOUT THE MORTGAGOR'S WRITTEN CONSENT, FIRST HAD AND RECEIVED, MAKE ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF THE MORTGAGED PROPERTY, UNLESS AN INCIDENT OF THE CLOSING OR SALE, THAN PER THIS MORTGAGE SHALL BE FULLY PAID, PROVIDED, HOWEVER, THE PASSING OF THE MORTGAGED PROPERTY BY WILL, OR BY DECENT, AND IN TRUST, SHALL NOT BE DEEMED A PROHIBITION TO SAVER HEREBELOW.

In the event of a breach of any of the covenants and agreements or in default, and in addition to all other rights and remedies heretofore or by law provided, the mortgagee may, but shall not be compelled to, pursue any suit or action, or any other remedy necessary to recover such amounts or expenses incurred in such performance, and shall be entitled to mortgagee to recover all damages, with interest at the rate of 12% per annum, as certified by law, but not less than 6% each year, and shall be secured by this mortgage. The receipt of any such official assessment, levy, garnishment, or other process or writ, or notice, shall be conclusive evidence between mortgagee and mortgagor, that the property, in such case, is not in possession of the mortgagor.

Any liability under any insurance policy, affidavit, and any money which may be paid by the mortgagee, or attorney, or agent, or attorney, or agent, or counsel, or as an expense of any collection of the mortgaged property, shall be applied as an amortization, toward payment of, in whole or in part, and other sums received by the mortgagee, whether due or not. The mortgagee shall in no event have any responsibility for the adequacy or sufficiency of any insurance, nor for the correctness of any statement or report with respect to the value of the property, or for the premium thereon.

In the event of default in the payment of and indebtedness due to the event of a breach of any of the covenants, warranties, or agreements contained herein, then in any such event the entire indebtedness hereunder shall at the option of the mortgagee become immediately due and payable, without notice, and this mortgage may be foreclosed and in any foreclosure, or in any sale, a deficiency judgment may be taken by the mortgagee for all sums secured hereby which are not recovered by the mortgagee and in any such case:

So long as there shall be no default under the terms of this mortgage, and except in the case of the sale of the same, are specifically assigned and pledged by separate instrument of recording to the mortgagee, the mortgagee may receive directly from the obligee, or from all rents, issues and profits of the mortgaged property. As to all moneys and other property received, whether or if all be deemed to have received the same in trust for the purpose of making all payments due under, and otherwise duly and freely, according all other terms, covenants and conditions of this mortgage. Upon any default in such payment or performance, or upon the occurrence of any other event which under the terms hereof confers the right to the mortgagee, to accelerate the payment of the mortgaged property, then the mortgagee shall have the power, at his option, without notice of demand, and in his own name, and right, either directly or by agent, to cause, recover, and to add to all such other moneys and remedies as may be herein or by law, conferred, be deemed, collect and receive such rents, issues and profits and to apply thereto the net proceeds thereof after deduction of taxes, costs and expenses incurred as an expense of collection.

In the event of any suit or other proceeding by the recovery of said moneys and/or foreclosure of this mortgage, or where a mortgagee shall appear to establish or protect his/her, the mortgagee agrees to pay to mortgagee a reasonable attorney fee, together with the cost of search and record 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 value of any other, default or deficiency 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 run 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 obligation by singular 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 grazing purposes.

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

Vernon N. Ellison
Ella Ellison

BOOK 53 PAGE 876

BOOK 54 PAGE 232

84033

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITNESS

INSTRUMENT OF WRITING, FILED BY

Daniel L. Carr

OF

AT 10:00 A.M. 1-17-1977

WAS RECORDED IN BOOK 54

OF *D.L. Carr* AT PAGE 232

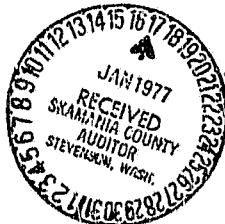
RECORDS OF SKAMANIA COUNTY, WASH.

John D. Ferguson

COUNTY AUDITOR

John D. Ferguson

COUNTY CLERK



STATE OF WASHINGTON
County of Klickitat

NOTARIAL ACKNOWLEDGMENT

(Individual or Partnership)

On this 7th day of January, 1977, before me personally appeared Verion N. Ellison and
Ella Ellison

to me known to be the individuals so 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, and in the capacities, so more fully mentioned.

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

(Notarial Seal)

Daniel Carr
Notary Public in and for the State of Washington

residing at White Salmon

STATE OF WASHINGTON
County of

NOTARIAL ACKNOWLEDGMENT

(Corporation)

On this day of 19, before me personally appeared

and

to me known to be the 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 were 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

83157

NOTICE RESERVED FOR OWNER'S USE:
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITNESS

INSTRUMENT OF WRITING, FILED BY

Daniel L. Carr

OF *D.L. Carr* AT PAGE 875

AT 10:30 A.M. 1-17-1977

WAS RECORDED IN BOOK 53

OF *D.L. Carr* AT PAGE 875

RECORDS OF SKAMANIA COUNTY, WASH.

John D. Ferguson

COUNTY AUDITOR

John D. Ferguson

REAL ESTATE MORTGAGE
(Washington Form)

Filed for Record or Request of

RAINIERS NATIONAL BANK

P.O. BOX 98 STREET

CITY, STATE, ZIP-CODE NO.

REGISTERED	<i>E</i>
INDEXED: DCR	<i>✓</i>
SEARCHED:	<i>✓</i>
RECORDED:	<i>T</i>
COMPARED:	<i>✓</i>
MAILED:	<i>✓</i>

16
FEE