5x-10158

MORTGAGE

The Mortgagors, LAWRENCE D. STACE AND SHARON M. STACE, husband and wife a Carson, Washington

hereby mortgage to VANCOUVER FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation, located at Vancouver, Washington, MORTGAGEE, the following described real property situate in the County of Skamania

State of Washington

(see attached legal description)



and all interest or estate therein that the mortgagors may hereafter acquire.

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The within-described property is not used primarily for farcing or agricultural purposes.

TOGETHER with all fixtures and articles of personal property owned by the Mortgagors and now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real heroestally and any and all buildings now or hereafter erected thereon. Such fixtures and articles of personal property, including but without being limited to all screens, awnings, storm windows and doors, window shades, inlaid floor coverings, refrigerators builters, tanks, furnaces, radiators, vaults and furnishings of every kind, and all heating, lighting, plumbing, gas, electricity, ators boilers, tanks, furnace and heating systems, and intensity of experts and nature, elevating and watering ventilating, refrigerating, air conditioning, and incinerating equipment of whatever kind and nature, elevating and watering ventilating, refrigerating, air conditioning, and incinerating equipment of whatever kind and nature, elevating and watering ventilating, refrigerating, air conditioning, and incinerating equipment of whatever kind and nature, elevating and watering ventilating, refrigerating, air conditioning, and incinerating equipment of whatever kind and nature, elevating and watering ventilating, refrigerating, air conditioning, and incinerating equipment of whatever kind and nature, elevating and watering ventilating, refrigerating, air conditioning, and incinerating equipment of watering and also including installed overs, dishwashers, built-in mirrors and cupboards and cabinets, and all trees, gardens and shrubbery, and also including installed overs, dishwashers, built-in mirrors and cupboards and cabinets, and all trees, gardens and shrubbery, and also including installed overs, dishwashers,

and payable on the Tirct day of each most thereafter, according to the terms and condations of the aforestaid promissory note bearing even dute herewith.

The Mortgagors, it is themselve and to their here and assigns, have covenanted and agreed, and the hereby variant and agree to and with the said Mortgagor in vaccessary or assigns, as follows. They have a valid and unemperature to the form a light of the property of the terms and agree to and with the said Mortgagor in vaccessary or assigns, as follows. They have a valid and unemperature to become abject to any here use and improvement located upon the mortgage the same, they will keep of the ment that that have precedence over this nontrager, they will keep of the ment that that have precedence over this nontrager, they will keep of the ment that that have precedence over this nontrager, they will keep of the ment that that have precedence over this nontrager, they will keep of the ment that that have precedence over this nontrager, they will keep of the ment that that have precedence over this nontrager, they will keep of the ment of the and the said more than the constant of the mortgager, and the constant of the mortgager, and the constant of the mortgager, and any endotree of usery or recently a non-preperty that may be complete the origin to any endotree of usery or recently a property that may be complete the origin to any endotree of usery or recently a property that may be completed that the origin that the constant of the said mortgager and the mortgager and unto his successors and endotred that the origin that the said mortgager and the said that the said mortgager and the said the endotrement of the said mortgager. The said that the said there is an appear to the said mortgager and the holder of said note that the said there is an appear to the said there is an appear to the said that the said th and payable on the first day of each more in thereafter, according to the terms and conditions of the afotesaid promissory note bearing even date herewith.

The interest row fixed in this meanway is out of a face consideration that all extrace funds will be it no interest and than to e, to more fally protect the morigane the Members of excellent with and in addition to the monthly invalidants of principal

anotest passible under the retine of the tense of the retine will on the first — day of each menth and not us follows to the Morgaces to toll owing odds.

(1) A sum equal to the premiums the will next become due and payable on policies of fire and other hazard insurance covering the northogod property, plus taxes and assessments next due on the described premiss fall as more covering the northogod property, plus taxes and assessments next due on the described premiss fall as estimated by the Morgagee), less all sums already paid therefor divided by the number of menths to elopse before one month prior, of the date when such premiums, taxes and assessments will become delinquent, said amounts to be held by the Morgagee in trust to pay premiums, taxes and special assessments, as herein stated.

(2) All sums so paid, being the amounts due on the original note secured hereby and the sums stated in this research.

amounts to be held by the Mortgagee in trust to pay premiums, taxes and special assessments, as herein stated.

(2) All sums so paid, being the amounts due on the original note secured hereby and the sums stated in this paragraph, small be applied by the Mortgagee first to taxes, assessments, fire and other hazard insurance premiums, then interest upon the note secured hereby, and the balance in amountation of the principal of said note.

If the operation of the state of amounts shall continue in the state of the paragraph of the continue in the state of the provisions of this paragraph shall exceed the amount of the payments actually made if the total of payments and under the provisions of this paragraph shall exceed the amount of the payments actually made for taxes, assessments or insurance premiums, as the case may be, such excess shall be reddied by the Mortgagee on subsequent for taxes, assessments or insurance premiums, as the case may be, such excess shall be reddied by the Mortgagee on subsequent to be made by the Mortgagers, or may be applied upon the principal of an one. If, however, said amounts are payments to be made by the Mortgagers further agree that they will pay to the Mortgagee any amount necessary to not sufficient to pay said items, the Mortgagers further agree that they will pay to the Mortgagee any amount necessary to

Commencing at a point on the section line between Sections 17 and 20, Township 3 North, Range 8 East of the Willamette Meridian (said point being the Southeast corner of a ten-acre tract and marked with a stake from which the quarter corner to Sections 17 and 20 bear South 87°50' East 1300.3 feet) thence running along the East line of said ten-acre tract which is more particularly described in Book 31 of Deeds, at page 305, Records of Skomania County, Washington, North 32°15" kast 503.28 feet to a point marked by a stake which is the point of beginning and the Southeast corner of the tract herein described; thence West 204 feet; thence North 159.5 feet; thence East 204 feet to a point on the East line approximately 2 feet 11 inches North of a cherry post set for fence corner; thence South 160 feet to the point of beginning.

Commencing at a point on the section line between Sections 17 and 20, Township 3 North, Range 8 East of the Willamette Meridian, said point being marked with a stake from which the quarter corner to Sections 17 and 20 bears South 87°50' East 1300.3 feet; thence North 00°32'h5" East h50.28 feet along the East line of a ten acre tract described in deed recorded at page 305 of Book 31 of Doeds, Records of Skamania County, Washington, to the initial point of the tract hereby described; thence West 20h feet; thence North 53 feet to a point on the South line of a tract described in deed recorded at page 250 of Book 50 of Doeds, Records of Skamania County, Washington; thence East 20h feet along said South line to the East line of said tract; thence South 00°32'h5" West 53 feet to the point of berdming.

Commencing t a point on the section line between Sections 17 and 20, Township 3 North, Range 8 East of the Willamette Meridian, said point being 1300.3 feet West of the quarter corner on the South line of said Section 17, said point being the Southeast corner of a lo acre tract described in deed recorded at page 305 of Book 1 of Deeds, Records of Skemania County, Washington; thence North 00°32'h5" East 308 feet along the East line of said tract to initial point of said tract hereby described; thence Wost 20h feet and North 1h2 feet to the Southwest corner of a tract described in deed recorded at page 3h5 of Book 50 of Deeds, Records of Skemania County, Washington; thence East along the South line of said tract 20h feet; thence South 00°32'h5" West 1h2 feet to the point of beginning.

make up such deficiency. Accordingly, if there should be a default made under the provisions of this mortgage Riselling in a public sale of the premises covered thereby, or if the Mortgagee acquires the property otherwise after default, at the time the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under this paragraph shall be applied as a credit against the amount of the principal them remaining dear water which the property is otherwise accumulated.

Furthermore this mortgage also secures any advances which the Mortgage may make to the Mortgagow, or their successors in title or interest, fee any purpose, at any time before the release and cancellation hereof, but at no time shall such advances together with the balance remaining due upon the original obligation exceed the sums first secured hereby, nor shall be term of this mortgage be increased, providing, however, that nothing in this paragraph contained shall be considered as limiting the amounts that may be secured hereby when advanced to protect Mortgagee's security or in accordance with uniter covenants contained herein.

limiting the amounts that may be secured hereby when advanced to protect mortgagees security or in accordance with ourse covenants contained herein.

It is further mutually concurred and agreed by and between the partie, hereto, for themselves, their heirs, partoeal representatives, successors and assigns, that the owner and holder of this mortgage indebtedness, any extension of time for payment of all of any part thereof, without in any way affecting the personal liability of any party obligated to pay such indebtedness.

IT IS FURTHER EXPRESSLY AGREED: That should the said Mortgage fail to make payment of any taxes or other charges payable by them as hereinbefore agreed, or suffer said premises to become subject to any lien or encumbrance thereof and the amount so paid, with interest thereon at the rate of Gleven and Ortgage may, at its option, make payment of the debt secured by this mortgage, without waiver, however, of any rights of said Mortgagee arising from the breach of any of said covenants. The Mortgagees without waiver, however, of any rights of said Mortgage arising from the breach of any of said covenants. The Mortgage's right to consider each such delinquency as a breath of covenant by the Mortgage; without prejudice, however, to the Mortgage's right to consider each such delinquency as a breath of covenant by the Mortgage; is sold either by feed or contract of sale or otherwise conveyed to any person or party, and this mortgage debt remain unpaid at time of sale, then at the option of the Mortgage, after written nouse by United States Moll to the Mortgagor, the rate of interest upon the indebtedness secured hereby shall, from and after the date of exercise of the option, be increased to the extent of two percent or such lesser sum as the Mortgage, after written nouse by United States Moll to the Mortgage to the extent of two percent or such lesser sum as the Mortgage, after written nouse by United States Moll to the Mortgage to the extent of two percent or such lesser sum as the Mortgage, after

to establish an interest rate in excess of the maximum allowed by law and it this morigage is assumed, Mortgager's assumption fee or insurance transfer chatge shall be paid by assuming party.

While not in default, the Mortgagust may collect and enjoy the tents, issues and profits pledged hereby, but in case of default in any payment, or any default under provisions undertaken by the Mortgagors hereby, the Mortgagee shall have been default in the profits and to expend such portion thereof as may be necessary for the maintenance and operation of said property and apply the balance, less reasonable costs of collection, upon the indebendens hereby secured until all delinquent payments shall have been fully discharged.

In the event suit is instituted to effect such foreclosure, the said Mortgagee, its successors or assigns, may recover therein as Attorney's feets such sum as the Court may adjudge reasonable and shall pay such reasonable cost of searching records and abstracting the same as necessarish may be incurred in toreclosing this mortgage or defending the same, which sems may be included in the decree of foreclosure. Upon sale in any foreclosure pro ceedings she entire tract shall be sold as one parces and the purchaser at any such sale shall be let into immediate and full possession of the above premises.

That in the event suit is instituted to effect such foreclosure, the said Mortgager, its successors or assigns, shall as a matter of right and without regard to the sufficiency of the security or of waste or danger of insapplication of any of the properties of the Mortgagors be entired forthwith to have a receiver appointed of all the property hereby mortgaged, and the properties hereby expressly consent to the appointment of a receiver appointed of all the property hereby mortgaged, and the fortiged of the sufficiency of the security or of waste or danger of insapplication of any of the properties hereby expressly consent to the appointment of a receiver have not of competent profits of competing unsaft

Dated at Vancouver, Washington, Washington,

A. D. 19 77 February

CAMBENCE D. STRCE AND MARON STACE, inspant and wife SAVINGS ND LOAN ASSOCIATION Vancouver, Washington VANCOUVER FEDERAL

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STATE OF WASHINGTON, 35.4

Loan No.

PARTIES

On this day personally appeared before me. LAWRENCE D. STACE AND SHARON M. STACE, husband and wife

diffiel known to be the individual g described herein and who executed the within and foregoing instrument, and acknowledged

that thoy signed the same as their free and voluntary act and deed, for the

Utes 'and purposes therein mentioned.

Given under my hand and official seal this

32.3 net day of February

, A.D. 1977

Notesy Public in and for the State of Washington residing at Vencouver, therein.

Piranas.

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