

## REAL ESTATE MORTGAGE

(Washington Form)

TRANSFER BY  
MORTGAGOR  
RESTRICTED

THIS MORTGAGE, made this 27th day of July

, in 77 , by and between

James E. Moore and Jackie A. Moore  
of Carson

, 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: A tract of land located in the Southwest Quarter (SW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of Section 1, Township 3 North, Range 7 $\frac{1}{2}$  E.W.M., described as follows:

Beginning at the northeast corner of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the said Section 1; thence south 00° 51' 58" west along the east line of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the said Section 1 a distance of 208.71 feet; thence north 88° 46' 10" west parallel to the north line of the

TOGETHER WITH all right, title and interest therein, now owned or hereinafter to be acquired, 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, 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, condensers, 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

and no/100# **\*\*Five Thousand-sixty-seven**

Dollars (\$ \*\*5,067.00\*)

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, including any renewals or extensions of real, if being provided, however, that the unpaid principal balance of all loans or advances made by the mortgagee to or for the account of mortgagor which are to be secured hereby shall not at any one time exceed the principal sum set forth above and interest, regardless of any excess which may at any time be owing from said mortgagor to the mortgagee; provided, further, that nothing herein contained shall be construed as obligating or shall obligate the mortgagee to make any such further loans or advances and provided, further, the limitation on the amount secured hereby shall not apply to any moneys advanced or to be so advanced by the mortgagee in connection with the breach or default of any term, warranty, covenant or condition of this mortgage.

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

(1) Forever warrant the title to all of the mortgaged property, including the rents, issues and profits thereof, to be and remain free and clear of all claims, liens and encumbrances other than this mortgage and will execute and deliver any further necessary instrument of title thereto.

(2) Promptly pay the principal and interest and indebtedness 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, and prior to delinquency, all taxes, assessments, water rates or other charges of what ever kind and character, whether similar or dissimilar to those hereinabove specified, which are now or may hereafter be levied or assessed against or which may or might hereafter be levied on the mortgaged property or any part thereof, or upon the mortgage or the money or credit created hereby;

(4) Maintain, preserve and keep all of the mortgaged property in good condition and repair and not commit or permit waste thereof, and permit mortgagee to enter into the same at any and all reasonable times;

(5) Keep the mortgaged property at all times insured against fire (with extended coverage) and against such other hazards and perils as the mortgagee may require, to such amounts under such forms of policies, and with such insurance company or companies, as shall be required by or substituted by the mortgagee, cause to be attached to each such policy a certificate satisfactory to the mortgagee, a mortgage clause rendering all loss payable first to mortgagee as it shall appear, assign and deliver such policy to mortgagee, and evidence payment in full of all premiums due on or at least four (4) days in advance of due date.

**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, to commence or by law provided, the mortgagor may, but shall not be obliged to, pay any sum or perform any act necessary to remove such breach, and all sums so paid and the expenses of removing such performance shall be retained by the mortgagee as a demand with interest at the highest rate payable by law from the date of such removal, and shall be secured by this mortgage. The receipt of the sums so paid, assessing held by insurance company or other person to whom mortgagee makes payment, shall be a sufficient discharge between mortgagee and mortgagor of the principal, if of such payment.

Any loss, damage, expense or expense, legal, medical, and any money which may be incurred, recovered, or settled upon, for the taking, damaging, or repairing of any part or all of the mortgaged property shall be applied at the mortgagor's option, to payment of the indebtedness and other sums secured by this mortgage. The mortgagee shall not be entitled to have any expenses, for the adequate or sufficient payment of insurance, nor for the repairing, the same to be deducted from the principal sum secured by this mortgage.

In the event of a breach of any of the aforesaid agreements or indebtedness, to the extent of a breach of any of the covenants, warranties or agreements contained therein, and in addition to the other indebtedness to the mortgagee, shall be applied at the mortgagor's option, to payment of the indebtedness, and shall be secured by this mortgage.

So long as these shall be in default under the terms of the mortgage, and except to the extent the same are specifically signed and pledged by mortgagee, as to all debts and other property of the mortgagor, and to the extent the same are received by the mortgagee for the purpose of making all 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 indebtedness so incurred, then the mortgagee shall be entitled to all such other rights and remedies as may be herein or by law conferred, to all events, collect and receive such rents, issues, and profits, and to apply them to the net proceeds of sale after deduction of fees, costs and expenses incurred in the event of any suit or other proceeding for the recovery of said indebtedness and/or foreclosing of this mortgage, or when in mortgagee shall appear to establish or prove the tenor of the, the mortgagor agrees to pay to mortgagee a reasonable attorney's fee, together with the cost of search and report on title preliminary to foreclosing, all of which sums shall be secured by her.

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 default 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.

**SW $\frac{1}{4}$**  of the NW $\frac{1}{4}$  of the said Section 1 a distance of 208.71 feet; thence north 43° 57' 06" west 267.72 feet to a point 20 feet south of the north line of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 1 as measured at a right angle; thence north 88° 46' 10" west parallel to the north line of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 1 a distance of 176.42 feet to the east right of way line of County Road No. 2135 designated as the Wind River Road; thence north 40° 01' 59" west along the east right of way line of said Wind River Road 26.61 feet to the north line of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 1; thence south 88° 46' 10" east along the north line of the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 1 a distance of 591.24 feet to the point of beginning.

STATE OF WASHINGTON  
County of Klickitat

**NOTARIAL ACKNOWLEDGMENT**  
(Individual or Partnership)

On this 27th day of July 1977, before me personally appeared James E. & Jackie A. Moore

to me known to be the individual(s) 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 capacity(s), therein mentioned.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

(Notarial Seal)

*James E. Moore*  
Notary Public in and for the State of Washington

residing at White Salmon

STATE OF WASHINGTON  
County of

**NOTARIAL ACKNOWLEDGMENT**  
(Corporation)

On this 19th day of July 1977, before me personally appeared

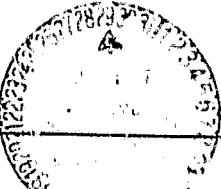
and

to me known to be the  
of the corporation that executed the within and foregoing instrument, and acknowledge that and consented to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and insofar as stated that they were authorized to execute and acknowledge that the said affidavit is the corporate seal of  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last 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.

REGISTERED	E
100-1000 DIV	
SEARCHED	
SERIALIZED	
INDEXED	
FILED	

THIS SPACE RESERVED FOR RECORDER'S USE:	
COUNTY OF Klickitat, WA	
I HEREBY CERTIFY THAT THE WITHIN	
INSTRUMENT WAS RECEIVED, FILED BY _____	
<i>MacLean, Nichols</i>	
ON <u>100-1000</u> JULY 29 1977	
WAS RECEIVED IN DEPT. <u>54</u>	
BY <u>J. R. Dwyer</u> AT PAGE <u>451</u>	
RECORDED ON <u>100-1000</u> JULY 29 1977	
AT CITY AUDITOR	
<i>J. R. Dwyer</i>	