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**WASHINGTON
MUTUAL
SAVINGS BANK**

CONSUMER LOAN DIVISION
(M. H. Mortenson)

Filed for Record at Request of

WASHINGTON MUTUAL SAVINGS BANK

ADDRESS 1201 Main St.

CITY AND STATE Vancouver, Wn. 98660

REGISTERED
INDEXED: GIL
INDIRECT:
RECORDED:
COMPARED
MAILED

44-2037
T-55 (Rev. 4-22-64) REC'D. RECORDER'S USE
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING DATED BY John L. Smith, Jr.
OF St. Louis, Mo.
AT 11:00 A.M. ON 11/11/64
WAS FILED FOR RECORD IN Vol. 111
OF 111 IN 111
RECORD OF DEEDS IN St. Louis, Mo.
111
COUNTY AUDITOR

MORTGAGE

THE MORTGAGORS, LESLIE L. NANCE AND LOUIS S. NANCE

hereby mortgage to WASHINGTON MUTUAL SAVING BANK ("the mortgagee") the following described real property, situated in SEAHAMITA County, State of Washington, and all interest or estate therein that the mortgagee may hereafter acquire together with the income, rents and profits therefrom:

In the County of Skamania, State of Washington
The Northwest quarter of Section 25, Township 3 North Range 7 East

together with all plumbing, lighting, air conditioning and heating, including all oil and gas burners, apparatus and equipment now or hereafter installed in said premises including but not limited to motor system (V. 77 Gibraltar make mobile home Model 24 x 60 Serial No. 9-3257 and all personal property which is now or may hereafter be attached to, located in, or used in connection therewith, all of which as the portion of the foregoing shall be considered either personally or part of the realty.

This mortgage is given as security for the sum of **SIXTEEN THOUSAND SIX HUNDRED SEVENTEEN AND NO/100 DOLLARS \$ 16,617.00** to be repaid according to the terms of a promissory note of even date herewith executed by the mortgagor in the order of the mortgagee and to secure the mortgagee may assign and encumber the property hereunder as otherwise provided or realize on the property including the above described mobile home and related property and under a security agreement of even date herewith which the mortgagor gave the mortgagee as security interest in said mobile home and related property.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

☒ That they are the owners or lessors of all the above-described property and that the same is unencumbered;
or
☐ That they are the owners or lessors of the above-described real estate, which is encumbered except by the above-described security agree-
ment held by the mortgagee, and he claims no beneficial interest in the above-described real property, which is encumbered only by a prior
mortgage or trust deed.
☒ That they are the owners of the above-described real estate, which is encumbered except by the above-described security agree-
ment held by the mortgagee, and the instant purchase of the above-described real property which is otherwise unencumbered.

X hereby certifies that the above information is true and correct to the best of his knowledge and belief, and that he is not aware of any information that would cause this statement to be untrue or incorrect.

in the County of Skamania, State of Washington.

A tract of land located in the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of Section 25, Township 1 North, Range 7 East of the Willamette Meridian, described as follows: Beginning at an iron bar mark on the North Quarter corner of said Section 25; thence North 80° 39' West along the North line of said Section 47 123 feet to the initial point of the tract hereby described; thence North 29° 39' West along said Section line 62.04 feet to the Northwest corner of the Northeast Quarter of the Northeast Quarter of the Northwest Quarter of said Section 25; thence South 80° 17' West along the West line of said subdivision, 428.6 feet; thence South 42° 32' East 188 feet, more or less, to the center of County Road No. 2072 designated as the new Road; thence North 25° 48' East 751.6 feet to the initial point; said tract contains 4.22 acres, more or less.

B. that the property mortgaged hereby is not used principally or primarily for agricultural or farming purposes;

C. that they will, during the continuance of this mortgage permit no waste of the premises, will pay before delinquent all lawful taxes and assessments upon the mortgaged property and upon this mortgage or upon the money or debt secured hereby, and will keep the property free and clear of all other encumbrances impairing the mortgagee's security, and will timely comply with all the terms, covenants and conditions of the above-described security agreement; and of any prior contract, mortgage or trust deed.

Should the mortgagors fail to keep any of the foregoing covenants, or any of the covenants of the above-described security agreement, or any of the covenants of any prior contract, mortgage or trust deed, then the mortgagors may perform them, without waiving any other right or remedy given for any such breach; and all expenditures in that behalf shall be secured by this mortgage and bear interest at the rate of twelve per cent (12%) per annum and be repayable by the mortgagors on demand.

In case of default in the payment of any installment of said debt, or of a breach of any of the covenants herein contained, or contained in the above-described security agreement or contained in any prior contract, mortgage or trust deed, then the entire debt hereby secured may, at the mortgagee's option, be declared due and this mortgage may be foreclosed. Mortgagors agree that in the event of a default hereunder or under the above-described security agreement for which this mortgage might be foreclosed, the Mortgagee at its option may elect to treat the mobile home and some or all of the related property as personally and realize thereon pursuant to the security agreement, or may elect to treat the mobile home and some or all of the related property as realty and realize thereon hereunder, or may proceed under the security agreement with respect to part of the collateral and hereunder with respect to other parts, or may proceed concurrently under both, or under any combination of the foregoing, or may exercise any other right or remedy available at law or in equity, and may enter into possession of the above-described property and take such other action as it may deem appropriate to collect the rents and profits thereof and apply same to any sum secured hereby in such order as it may elect. The parties agree that the reference herein to the mobile home shall not be determinative of whether or not it is part of the real estate, but that the mobile home may at the option of the Bank be treated and dealt with and realized upon as personal property.

If any question should arise as to whether all or a part of the above-described property is realty or personally, the Bank may, at its option, treat all of said property as realty and commence an action to foreclose this mortgage thereupon all persons having or claiming interests in all or part thereof shall have all the rights provided by law in regard to the foreclosure of real property mortgages.

The mortgagors shall pay the mortgagee a reasonable sum of attorney's fees and costs that may be lawfully brought for the foreclosure of this mortgage and in any suit which the mortgagee or its attorney may thereafter be obliged to prosecute or defend, and shall pay such reasonable cost of searching records and abstracting the same as may be lawfully incurred in foreclosing this mortgage or protecting the same, which sums shall be secured hereby and may be included in the decree of foreclosure. Upon bringing action to foreclose this mortgage or at any time while such proceedings are pending, the mortgagee may apply for and secure the appointment of a receiver to the mortgaged property or any part thereof, and the rents and profits thereof.

DATED at Vancouver, Washington, July 29, 1977

Leslie L. Nance

Louis S. Nance

STATE OF WASHINGTON

County of Clark

THIS IS TO CERTIFY that on this 29th day of July, 1977, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned, appeared personally and appeared

LESLIE L. NANCE

and LOUIS S. NANCE

to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written.

Notary public in and for the state of Washington
residing at Battle Ground