

84780

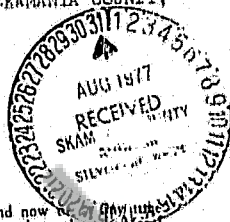
MORTGAGE

58.10501

The Mortgagors, VERNON G. GISH, a single man
of Vancouver, 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

N 1/2, N 1/2, NW 1/4, SW 1/4 OF THE SE 1/4 SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 E.W.M., ALSO KNOWN AS LOT 1 LUTHER AND JACQUELINE ANDERSON SHORT PLAT OF THE W 1/2, SW 1/4 OF THE SE 1/4 SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 E.W.M., RECORDED JULY 5, 1977 IN BOOK 2 OF SHORT PLATS, PAGE 5-A, RECORDS OF SKAMANIA COUNTY, WASHINGTON.



make up such deficiency. Accordingly, if there should be a default made under the provisions of this mortgage resulting in a public sale of the premises covered thereby, or if the Mortgagee acquires the property otherwise after default, at the time of 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 then remaining due under said note.

Furthermore this mortgage also secures any advances which the Mortgagee may make to the Mortgagors, or their successors in title or interest, for 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 the term of this mortgage be increased, provided, however, that nothing in this paragraph ~~can~~ and shall be considered as limiting the amounts that may be secured hereby when advanced to protect Mortgagee's security or in accordance with other covenants contained herein.

It is further mutually covenanted and agreed by and between the parties hereto, for themselves, their heirs, personal representatives, successors and assigns, that the owner and holder of this mortgage and of the promissory 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.

THIS FURTHER EXPRESSLY AGREED: That should the said Mortgages 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 having precedence in this mortgage, as hereinbefore provided against the said Mortgages, or if its assignor, make payment thereon and the amount so paid, with interest thereon at the rate of percent and 6/100ths per annum, however, of any rights of redemption shall be added to and become a part of the debt secured by this mortgage, without waiver, however, of any rights of redemption arising from the breach of any of said covenants. The Mortgagee may collect a monthly late charge not to exceed two cents (2¢) for each one dollar (\$1.00) of each payment more than ten (10) days in arrears to cover the extra expense involved in handling delinquent payments; without prejudice, however, to the Mortgagee's right to consider each such delinquency as a breach of covenants by the Mortgagor.

In the event the security is sold either by deed or contract of sale or otherwise conveyed to any person or party, and this mortgage debt remain unpaid at time of sale, at the option of the Mortgagee, after written notice by United States Mail to the Mortgagee, 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 Mortgagee shall elect, provided said option shall never be used to establish an interest rate in excess of the maximum allowed by law and if this mortgage is assumed, Mortgagee's assumption fee or insurance transfer charge shall be paid by assuming party.

While not in default, the Mortgagors may collect and enjoy the rents, 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 the right to collect such rents, issues and 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 indebtedness hereby secured until all delinquent payments shall have been fully discharged.

In the event said is instituted to effect such foreclosure, the said Mortgagor, its successors or assigns, may receive thereon as Attorney's fees such sum as the Court may adjudge reasonable and shall pay such reasonable cost of searching records and abstracting the same as necessarily may be incurred in foreclosing this mortgage or defending the same, which sums may be included in the decree of foreclosure. Upon sale in any foreclosure proceedings the entire tract shall be sold as one parcel and the purchaser at any such sale shall be let into immediate and full possession of the above premises.

That in the event such is instituted in effect such foreclosure, the said Mortgagee, 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 multiplication of any of the properties of the Mortgages, be entitled forthwith to have a receiver appointed of all the property hereby mortgaged, and the Mortgagees hereby expressly consent to the appointment of a receiver by any court of competent jurisdiction and expressly stipulate, covenant and agree that such receiver may remain in possession and control of the mortgaged property until the final determination of such suit or proceeding.

Wherever the term "mortgagors" occurs herein it shall mean mortgage with only one person executing the document, and the liability hereunder shall be joint and several.

Dated at Vancouver, Washington,

A 15. 19

84780 PARTIES

Loan No. _____

MORTGAGE

From _____

VERNON E. COLE, Plaintiff

to the

VANCOUVER FEDERAL SAVINGS
AND LOAN ASSOCIATION
Vancouver, Washington

Mail to

VANCOUVER FEDERAL SAVINGS
AND LOAN ASSOCIATION
P.O. BOX 64
Vancouver, Washington
COUNTY OF SNOHOMISH

I HEREBY CERTIFY THAT THE FOREGOING
INSTRUMENT OF WRITING, FILED BY
John C. Todd Esq.
OF *Steinman, Wm*
AT *10:30 AM Aug. 31, 1977*
WAS RECORDED IN BOOK *54*
OF *Mtg.* AT PAGE *560*
SECTIONS OF SNOHOMISH COUNTY, WASH.
Exp'd 1 week
543 CITY CLERK

STATE OF WASHINGTON, }
COUNTY OF CLARK } 39

On this day personally appeared before me, VERNON G. GICH, a single man

to me known to be the individual described herein 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 therein mentioned.

Given under my hand and official seal this 20th day of August, A.D. 1977

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