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MORTGAGE

The Mortgagors, DONALD J. ROACH AND CONSTANCE E. ROACH, husband and wife
of Washougal, 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, to-wit:

Lot 2 of Ward Acres Annex according to the official plat thereof on file and of record at page 152 of Book A of Plats, Records of Skamania County Washington.

Also known as Lot # 1 & 2 of a division of Lot 2 Ward Acres Annex.

and all interest or estate therein that the mortgagors may hereafter acquire.
The within-described property is not used principally for farming 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 property, 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, boilers, tanks, furnaces, radiators, vaults and furnishings of every kind, and all heating, lighting, plumbing, gas, electricity, ventilating, refrigerating, air conditioning and incinerating equipment of whatever kind and nature, elevating and watering apparatus, furnace and heating systems, water heaters, burners and fuel storage bins and tanks and irrigation systems, and all built-in mirrors and cupboards and cabinets, and all trees, gardens and shrubbery, and also including installed ovens, dishwashers, dryers and intercommunication systems, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the freehold and a part of the realty as between the parties hereto, their successors and assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be subject to the lien of this mortgage, all to secure the payment of the sum of THIRTY-FIVE THOUSAND [illegible] ($[illegible]) Dollars and the interest thereon at the rate as shown in the note [illegible] hereby, which principal sum and the interest thereon is repayable in equal monthly installments as therein set forth beginning on the First day of December 19 [illegible] and payable on the First day of each month thereafter according to the terms and conditions of the aforesaid promissory note bearing even date herewith.

The Mortgagors, for themselves, their heirs [illegible] and assigns, have covenanted and agreed, and do hereby covenant and agree to and with the said Mortgagee, [illegible] as follows: They have a valid and unincumbered title in fee simple to said premises [illegible] mortgage the same; they will not suffer or permit said premises to become subject to any lien or encumbrance [illegible] over this mortgage; they will neither do nor suffer waste; they will keep all buildings and improvements [illegible] upon the mortgaged premises in good condition and repair, and no building or other improvement [illegible] without the consent of the mortgagee, and the taking of additional security [illegible] indebtedness, or any part thereof, shall, at no time, release or impair the lien [illegible] any property that may occupy the place of property, nor improve the right of any junior [illegible] as well as any renewal or extension thereof, shall be and remain a first and prior lien on [illegible] expressly released until said indebtedness is paid in full and shall be security for payment of any renewal [illegible] evidencing such indebtedness; they will render such further assurance of title as may be requested by the Mortgagee; they will warrant and defend said title unto said Mortgagee and unto his successors and assigns, against the lawful claims of all persons whomsoever; they will pay all taxes and assessments that may be levied or assessed [illegible] may be levied or assessed on this mortgage or the holder of said note [illegible] before they become delinquent. They will keep the buildings on said premises insured [illegible] insurable value by a fire insurance policy or policies with extended coverage during the time [illegible] or any part thereof shall remain unpaid. Said fire insurance to be in one or more responsible [illegible] companies satisfactory to the Mortgagee, [illegible] such fire insurance policies [illegible] Mortgagee; that Mortgagors will deposit with the Mortgagee all policies of fire insurance in force upon said buildings as collateral security for the payment of the indebtedness hereby secured and that they will deliver to the Mortgagee [illegible] policies of fire insurance at least thirty (30) days before the expiration date. The Mortgagee [illegible] commonly known as "Homeowners" policy which covers [illegible] and to pay the premium therefor out of insurance premium funds [illegible] accumulated funds will cover said premium. The [illegible] obligated in any way to advance any of its own funds for purchase of any [illegible] the Mortgagor. In case of loss and payment by any insurance [illegible] shall be applied either on the indebtedness secured hereby or in rebuilding or restoring the damaged building as the Mortgagee may elect. If the Mortgagors shall at any time fail to keep said building insured, the Mortgagee, at its option, may declare [illegible] payable the entire debt secured by this mortgage and the said Mortgagee shall always have the right in case of default to effect such insurance and to pay the premium therefor, and any and all sums so paid by the Mortgagee shall become and be a part of the debt secured by this mortgage and shall be a lien upon said premises, but in no event shall the Mortgagee be held responsible for failure to have any insurance written or for any loss or damage growing out of a defect in any policy, or growing out of the failure of any insurance company to pay for any loss or damage insured against. That the Mortgagee is authorized to compromise and settle any claims for insurance, and to receipt therefor on behalf both of the Mortgagor and his assigns and the Mortgagee.

At any time during the life of this mortgage, if any law of the State of Washington shall be enacted imposing or authorizing the imposition of any specific tax upon mortgages or upon principal or interest of moneys or notes secured by mortgages or by virtue of which the owner of the premises above described shall be authorized to pay any tax upon said moneys, note or mortgage, or either of them, and deduct the amount of such tax from any such moneys, note or mortgage, or by virtue of which any tax or assessment upon the mortgaged premises shall be chargeable against the owner of said moneys, note or mortgage, or in the event the mortgage debt or the income derived therefrom becomes taxable under any law of the State of Washington, then the principal sum hereby secured, with all accrued interest thereon, at the option of the Mortgagee, at any time after the enactment of such law, shall become due and immediately payable, whether due by lapse of time or not, provided, however, that if notwithstanding any such law, the Mortgagors may lawfully and shall pay to or for the Mortgagee, its successors and assigns, any such tax, this mortgage shall remain the same as if such law or laws had not been passed.

[illegible] together with and in addition to the monthly installments of principal and interest payable under the terms of the note secured hereby, will on the First day of each month until said note is fully paid [illegible] the following sums:

(1) A sum equal to the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the described premises (all as estimated by the Mortgagee), less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, said 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, shall 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 amortization of the principal of said note.

[illegible] shall be [illegible] with the Mortgagee whether the [illegible]

If the total of payments made 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 credited by the Mortgagee on subsequent payments to be made by the Mortgagors, or may be applied upon the principal of said note. If, however, said amounts are not sufficient to pay said items, the Mortgagors further agree that they will pay to the Mortgagee any amount necessary to 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, 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 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 thereby 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.

IT IS FURTHER EXPRESSLY AGREED: That should the said Mortgagors 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 to this mortgage, as hereinbefore provided against, the said Mortgagee may, at its option, make payment thereof and the amount so paid, with interest thereon at the rate of Eleven and one-quarter per cent per annum shall be added to and become a part 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 Mortgagee may collect a monthly late charge not to exceed two cents (2c) 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 covenant 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, then at the option of the Mortgagee, after written notice by United States Mail 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 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 b[illegible], less reasonable costs of collection, upon the indebtedness hereby secured until all delinquent payments shall have been [illegible] discharged.

In the event suit is instituted to effect such foreclosure, the said Mortgagee its successors or assigns, may recover therein 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 suit is instituted to 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 misapplication of any of the properties of the Mortgagors, be entitled forthwith to have a receiver appointed of all the property hereby mortgaged and the Mortgagors 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 [illegible] of the mortgaged property until the final determination of such suit or proceeding.

Wherever the term mortgagors occurs herein [illegible] when only one person executes this document, and the liability hereunder shall be joint and several.

Dated at Vancouver, Washington October 31, A.D. 19[illegible]

85577

PARTIES

Loan No. ______

MORTGAGE

From

to the

VANCOUVER FEDERAL SAVINGS AND LOAN ASSOCIATION
Vancouver, Washington

Mail to

VANCOUVER FEDERAL SAVINGS AND LOAN ASSOCIATION
Vancouver, Washington

STATE OF WASHINGTON, COUNTY OF [illegible]

REGISTERED
INDEXED: DIR.
INDIRECT:
RECORDED:
COMPARED
MAILED

STATE OF WASHINGTON,
COUNTY OF CLARK } ss.

On this day personally appeared before me, [illegible] ROACH AND [illegible] ROACH, [illegible]

to me known to be the individuals described herein and who executed the within and foregoing instrument, and acknowledged

that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31st day of October A.D. 19 77

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