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3-9-6-1101

MORTGAGE

The Mortgagors, MICHAEL G. LaZELLE and RUTH E. LaZELLE, husband and wife of 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, to-wit:

THE SOUTH 240 FEET OF THE WEST 200 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (W½ SW¼ SE¼) OF SECTION 6, TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, EXCEPT THE SOUTH 40 FEET THEREOF;

TOGETHER WITH AN EASEMENT AND RIGHT OF WAY FOR A WATER PIPELINE NOT EXCEEDING 1½ INCH IN DIAMETER LEADING FROM THE NORTHEAST CORNER OF SAID TRACT TO PANTHER CREEK AND THE RIGHT TO REPAIR AND MAINTAIN THE SAME AND TO INSTALL AN INTAKE ON SAID CREEK, SAID PIPELINE TO BE BURIED AT LEAST 18 INCHES DEEP.

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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 other said premises, or become subject to any lien or encumbrance having precedence to this mortgage as hereinbefore provided against the said Mortgagee may, if it so elect, 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 right 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 (2¢) for each one dollar ($1.00) of each payment more than fifteen days in arrears to cover the extra expense involved in handling delinquent payments, without prejudice, however, to the Mortgagee's right to proceed with such delinquency as a breach of covenant by the Mortgagors.

In the event the security is sold either by deed or contract of sale or otherwise conveyed to any person or party, and the 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 lower rate 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 of said land herein described, but in case of default in any payment, or any default under provisions as herein, hereby the Mortgagors hereby [illegible] right to collect such rents, issues and profits and to expend such portion thereof as may be necessary [illegible] operation of said property and apply the balance [illegible] until all delinquent payments shall have been fully discharged.

In the event suit is instituted to effect such foreclosure, the said Mortgagors [illegible] herein as Attorney's fees such sum as the Court may adjudge reasonable and shall pay [illegible] and abstracting the same as [illegible] be included in the decree of foreclosure. Upon [illegible] and the purchaser at the such sale shall be [illegible]

That in the event suit is instituted to effect such foreclosure, the [illegible] a matter of right and without regard to the sufficiency of the security [illegible] properties of the Mortgagors [illegible] Mortgagors hereby expressly consent to the appointment [illegible] stipulate [illegible] final determination of such suit or proceeding.

Witness [illegible]

Dated at Vancouver, Washington, [illegible] A. D. [illegible]

No. 50189 PARTIES

Loan No. [illegible]

MORTGAGE

From

MICHAEL G. LaZELLE and

RUTH E. LaZELLE,

husband and wife

to the

VANCOUVER FEDERAL SAVINGS AND LOAN ASSOCIATION

Vancouver, Washington

Mail to

VANCOUVER FEDERAL SAVINGS AND LOAN ASSOCIATION

P. O. Box [illegible]

Vancouver, Washington

STATE OF WASHINGTON, }
COUNTY OF CLARK } ss.

On this day personally appeared before me MICHAEL G. LaZELLE and RUTH E. LaZELLE, husband and wife

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 [illegible] day of October, A. D. 19 77

[signature]

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

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