

95324

This Indenture, made this 23rd day of November, **BOOK 54 PAGE 95**

Gerald E. Stump and Gaynelle G. Stump, Husband and Wife

BOOK 54 **PAGE** 952
1977 between

called "Mortgagor", and FIRST NATIONAL BANK OF OREGON, a national banking association, hereinafter called "Mortgagee", herinafter

WITNESSETH.

For value received by the Mortgagor from the Mortgagee, the Mortgagor has bargained and sold and does hereby grant, bargain, sell and convey unto the Mortgagee, all the following described property situate in Skamania Washington

A tract of land located in the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 28, Township 3 North, Range 8 (E.W.M.), described as follows:

Beginning at the northeast corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the said Section 28; thence west along the north line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the said Section 28 a distance of 330 feet; thence south parallel to the east line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the said Section 28 a distance of 125 feet; thence east parallel to the north line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the said Section 28 a distance of 330 feet to intersection with the east line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the said Section 28; thence north along the east line 125 feet to the point of beginning.



together with the fixtures, hereditaments and appurtenances now or hereafter thence belonging or in anywise appertaining; also all such apparatus, implements and fixtures new or heretofore situated on said premises, as are ever furnished by landlords in letting unfurnished buildings similar thereto, situated on the real property hereinabove described, including but not exclusively, all fixtures and personal property used or intended for use for plumbing, lighting, heating, cooking, cooling, ventilating or irrigating, linoleum and other floor coverings attached to floors, and shelving, counters, and other store, office and trade fixtures, also the rents, issues and profits arising from or in connection with the said real and personal property, or any part thereof.

To Have and To Hold the same unto the Mortgagor, its successors and assigns, forever.

And the Mortgagor does hereby covenant to and with the Mortgagee, that he is lawfully seized in fee simple of the said real property, that he is the absolute owner of the said personal property, that the said real and personal property is free from encumbrances of every kind and nature, and that he will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

Gerald E. Stump and Gaynelle G. Stump, Husband and Wife

dated November 23, 1977, payable to the order of the Mortgagor in installments not less than \$ 319.04, each, including interest, on the first day of each month commencing January 1, 1978, until December 1, 1982, when the balance then remaining unpaid shall be paid.

The Mortgagor does hereby covenant and agree to and with the Mortgagor, its successors and assigns:

1. That he will pay, when due, the indebtedness hereby secured, with interest, as prescribed by said note; and all taxes, fees and utility charges upon said premises or for services furnished thereto.
 2. That he will not commit or permit strip or waste of the said premises or any part thereof; that he will keep the real and personal property hereinabove described in good order and repair and in tenable condition; that he will promptly comply with any and all manner of and governmental rules and regulations with reference thereto; that if any of the said property be damaged or destroyed by any cause, he will immediately reconstruct or repair the same so that, when completed, it shall be worth not less than the value thereof at the time of such loss or damage; provided, that if such loss or damage shall be caused by a hazard against which insurance is carried, the obligation of the Mortgagor to repair or reconstruct shall not arise unless the Mortgagor fails to do so within a reasonable time after notice.

gaged shall consent to the application of insurance proceeds to the expense of such reconstruction or repair.

3. That he will, at his own cost and expense, keep the building, its buildings now or hereafter upon said premises, together with all personal property covered by the lien hereof, insured against loss by fire and against loss by such other hazards as the Mortgagor may from time to time require, in one or more insurance companies satisfactory to or designated by the Mortgagor in an amount equal to the amount not less than the amount of the indebtedness hereby created (unless the full insurable value of such building or buildings is less than the amount hereby secured, in which event the Mortgagor shall insure to the amount of the full insurable value); that all policies of insurance upon said premises, including policies in excess of the amount hereinabove mentioned and policies against other hazards than those required, shall contain such provisions as the Mortgagor shall require and shall provide, in such form as the Mortgagor may prescribe, that loss shall be payable to the Mortgagor; that all such policies and receipts showing full payment of premiums thereon shall be delivered to and retained by the Mortgagor during the existence of this mortgage; that at least 5 days prior to the

piration of any policy or policies he will deliver to the Mortgagor satisfactory renewals thereof together with premium receipts in full; that if any policy or policies shall impose any condition upon the liability of the insurer or shall contain any "average clause" or other provision by which the insurer may be liable for less than the full amount of the loss sustained, he will, as often as the Mortgagor may require, provide the Mortgagor with all such evidence as it may request concerning the performance of such condition or the existence of any facts or the value of the property insured and, if it shall appear to the Mortgagor that the insurance is prejudiced by the acts or omissions of the Mortgagor or that the coverage is inadequate, the Mortgagor will do such acts and things and obtain such further insurance as the Mortgagor may require; that the Mortgagor may, at its option, require the proceeds of any insurance policies upon the said premises to be applied to the payment of the indebtedness hereby secured or to be used for the repair or reconstruction of the property damaged or destroyed.

4. That he will execute or procure such further assurance of his title to the said property as may be requested by the Mortgagor.

5. That in case the Mortgagor shall fail, neglect or refuse to do or perform any of the acts or things herein required to be done or performed, the Mortgagor may, at its option, but without any obligation to its part to so do, and without waiver of such default, procure any insurance, pay any taxes or liens or utility charges, make any repairs, or do any other of the things required, and any expenses so incurred and any sums so paid shall bear interest at 8% per annum and shall be secured hereby.

6. That he will not, without the prior written consent of Mortgagor, transfer his interest in said premises or any part thereof, whether or not the transferee assumes or agrees to pay the indebtedness he, by secured. Upon any application for Mortgagor's consent to such a transfer, Mortgagor may require from the transferee such information as would normally be required if the transferee were a new loan applicant. Mortgagor shall not unreasonably withhold its consent. As a condition of its consent to any transfer, Mortgagor may, in its discretion, impose a service charge not exceeding one percent of the original amount of the indebtedness hereby secured and may increase the interest rate on the indebtedness hereby secured by no more than one percent per annum.

7. That, if any default be made in the payment of the principal or interest of the indebtedness hereby secured or in the performance of any of the covenants or agreements of this mortgage, the Mortgagor may, at its option, without notice, declare the entire sum secured by this instrument due and payable and to release this mortgage.

8. That, in the event of the initiation of any suit or action to foreclose this mortgage, the Mortgagor will pay such sum as the trial court or any appellate court may adjudge reasonable as attorney's fees in connection therewith and such further sums as the Mortgagor shall have paid or incurred for extensions of abstracts or title searches or examination fees in connection therewith, whether or not final judgment or decree therein be entered and all such sums are secured hereby; that in any such suit, the court may, upon application of the plaintiff and without regard to the condition of the property or the adequacy of the security for the indebtedness hereby secured and without notice to the Mortgagor or any one else, appoint a receiver to take possession and care of all said mortgaged property and collect and receive any or all of the rents, issues and profits which had therefore arisen or accrued or which may arise or accrue during the pendency of such suit; that any amount so received shall be applied toward the payment of the debt secured hereby, after first paying therefrom the charges and expenses of such receivership; but until a breach or default by the Mortgagor in one or more of his covenants or agreements herein contained, he may retain in possession of the mortgaged property and retain all rents actually paid to him received by him prior to such default.

9. The word "Mortgagor" and the language of this instrument shall, where there is more than one mortgagor, be construed as plural and be binding jointly and severally upon all mortgagors and the word "Mortgagor" shall apply to any holder of this mortgage. masculine pronouns include feminine and neuter. All of the covenants of the Mortgagor shall be binding upon his heirs, executors, administrators, successors, and assigns in so far as the benefit of the interests and usage of the Mortgage. In the event of any transfer of the property herein described or any part thereof or any interest therein, whether voluntary or involuntary or by operation of law, the Mortgagor may, without notice to the Mortgagor or any one else, once or often, extend the time of payment or grant renewals of indebtedness, let, lease or for any term, except to release or partial release from the lien of this mortgage, in any other respect, modify the terms fixed without thereby affecting the personal liability of the Mortgagor for the payment of the indebtedness hereby created. No condition of this mortgage shall be deemed waived unless it is specifically waived in writing by the Mortgagor. When ever any notice is given by the terms hereof or by any law now in existence or hereafter enacted, such notice, demand or request shall be sufficient if personally served on one or more of the persons who shall at the time hold record title to the property herein described or if enclosed in a registered envelope addressed to one or more of the persons or to the Mortgagor at the last address furnished to the Mortgagor at the time of recordation and deposited in any post office station or other box.

IN WITNESS WHEREOF, said Mortgagor has executed the indenture the day and year above written.

STATE OF OREGON

County of Hood River

November 23, 1977

Personally appeared the above named Gerald E. Stump
and Gaynelle G. Stump, husband and wife

and acknowledged the foregoing instrument to be
their
only true act and deed.
Done for

(SEAL)

Notary Public for Oregon
My commission expires 6/9/81

MORTGAGE

TO

FIRST NATIONAL BANK OF OREGON
Portland, Oregon

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE INSTRUMENT OF WRITING FILED BY

ON NOVEMBER 23, 1977

AT PAGE 252

WAS RECORDED IN BOOK

OF RECORDS OF SKAMANIA COUNTY, WASH.

COUNTY AUDITOR

E. Miller

RECEIVED

REGISTERED	INDEXED	RECORDED	SEARCHED	MAILED
✓	✓	✓	✓	✓

(Seal)