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MORTGAGE (Short Form)

Mortgagor(s): Jay T. Hafford and Theo D. Hafford Address: Rt. 1, Box 66
Stevenson, Washington 98648

Borrower(s): Jay T. Hafford Address: Rt. 1, Box 66
Theo D. Hafford Stevenson, Washington 98648

Mortgagee: United States National Bank of Oregon, Hood River Branch

1. **Grant of Mortgage.** By signing below, I'm mortgaging to you, UNITED STATES NATIONAL BANK OF OREGON, this property in Skamania County, Washington

SEE ATTACHED

and all buildings and other improvements and fixtures now or later located on it. I'm also assigning all rents from the property as security for the debt described below. I agree that I'll be legally bound by all the terms stated in this mortgage.

2. **Debt Secured.** This mortgage and assignment of rents secures the payment of the principal, interest, credit report fee, late charges, collection costs, attorneys' fees (including any on appeals), and other amounts owing under a note with an original amount financed of \$ 8,602.00, dated Jan. 30, 1978, signed by Jay T. Hafford and Theo D. Hafford, and payable to you, on which the last payment is due Feb. 3, 1985.

and extensions and renewals of any length. The mortgage will secure future credit you may later give me on this property, and any other amounts owing to you under this mortgage.

3. Insurance, Liens, and Upkeep.

3.1 I'll keep the property insured by company acceptable to you with fire and theft, and extended coverage insurance.

The policy amount will be enough to pay the entire amount owing on the debt secured by the mortgage or the insurable value of the property, whichever is less, despite any "co-insurance" or similar provision in the policy. The insurance policies will have your standard loss payable endorsement. No one but you has a mortgage or lien on the property, except the following "Permitted Lien(s)": None

3.2 I'll pay taxes and any debts that might become a lien on the property, and will keep it free of mortgages and liens, other than yours and the Permitted Liens just described.

3.3 I'll also keep the property in good condition and repair and will prevent the removal of any of the improvements.

3.4 If any of these things agreed to in this Section 3 are not done, you may do them and add the cost to the loan. I'll pay the cost of your doing these things whenever you ask, with interest at the highest rate charged on any of the notes that are then secured by this mortgage. You may increase the amount of the payments on the secured debt to include the costs and interest. Even if you do these things, any failure to do them will be a default under Section 6, and you may still use other rights you have for the default.

4. **Co-Owners or Transfers.** If there are any co-owners of the property they are all signing this mortgage. I won't sell the property, rent it for more than one year, or give it away, without getting your written permission first. If you give me your permission, it won't affect your mortgage or my responsibility to pay the debt secured by this mortgage.

5. **Protecting Your Interest.** I'll do anything that may now or later be necessary to perfect and preserve your mortgage, and I'll pay all recording fees and other fees and costs involved.

6. Default. It will be a default:

6.1 If you don't receive any payment on the debt secured by this mortgage when it's due;

6.2 If I fail to keep any agreement I've made in this Mortgage, of there is a default under any security agreement, trust deed, or other security document that secures any part of the debt secured by this mortgage;

6.3. If any co-borrower or I become insolvent or bank

6.4. If I've given you a false financial statement, or if I haven't told you the truth about my financial situation, about the security, or about my use of the money loaned;

6.5. If any creditor tries, by legal process, to take money from any bank account any co-borrower or I may have at any of your branches, or any other money or property I may then have coming from you; or

6.6. If any person tries or threatens to foreclose or declare a forfeiture on the property under any land sale contract, or to foreclose any Permitted Lien or other lien on the property.

7. **Your Rights After Default.** After a default you will have the following rights and may use any one, or any combination of them, at any time:

7.1 You may declare the entire secured debt immediately due and payable all at once without notice.

7.2 You may collect all or any part of the debt secured by this mortgage directly from any person obligated to pay it.

7.3 You may foreclose this mortgage under applicable law.

7.4 You may have any rents from the property collected and pay the amount received, over and above costs of collection and other lawful expenses, on the debt secured by this agreement.

7.5 You may use any other rights you have under the law, this mortgage, or other agreement.

8. **Satisfaction of Mortgage.** When the secured debt is completely paid off, I understand that you'll give me a satisfaction of this mortgage for me to record.

9. **Change of Address.** I'll give you my new address in writing whenever I move. You may give me any notices by regular mail at the last address I've given you.

10. **Oregon Law Applies.** This mortgage and the loan it secures will be governed by Oregon law.

I agree to all the terms of this mortgage.

Theo D. Hafford
Jay T. Hafford

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OREGON

County of Hood River

January 30, 1988

Personally appeared the above-named Jay T. Hafford and Theo D. Hafford and acknowledged the foregoing mortgage to be their voluntary act.

Before me:

Notary Public for Oregon

My commission expires: 7-29-80

PARCEL 1:

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A tract of land located in the Northeast Quarter (NE 1/4) of Section 25, Township 3 North, Range 7 E.W.M., described as follows:

Beginning at a point on the north line of said Section 25 west 15.003 chains from the northeast corner thereof, said point being the northwest corner of a tract of land conveyed to S.S. Richards by deed dated May 25, 1904, and recorded at page 621 of Book H of Deeds, Records of Skamania County, Washington; thence west along the north line of said Section 110 feet; thence south 346.5 feet; thence east to intersection with the westerly line of said tract conveyed to S.S. Richards; thence north 27°30' west to the point of beginning;

TOGETHER WITH AND SUBJECT TO an easement for a road right of way 20 feet in width over the existing road along the west line of the above described tract, said easement to be used in common with Stanton C. Roley and Marjorie E. Roley, husband and wife, their heirs and assigns.

SUBJECT TO easements and right of way for County Road No. 20280 designated as Loop Road.

PARCEL 2:

The South Half of the Southeast Quarter of the Southeast Quarter (S 1/2 SE 1/4 SE 1/4) of Section 24, Township 3 North, Range 7 E.W.M.;

EXCEPT that portion thereof lying southerly of County Road No. 20280 designated as Loop Road;

AND EXCEPT that portion thereof conveyed to Ralph G. Van Camp and Georgia A. Van Camp, husband and wife, by deed dated August 24, 1965 and recorded at page 441 of Book 54 of Deeds, Records of Skamania County, Washington;

AND EXCEPT that portion thereof conveyed to Donald G. Willing and Sandra L. Willing, husband and wife, by deed dated July 3, 1963 and recorded at page 404 of Book 51 of Deeds, Records of Skamania County, Washington;

AND EXCEPT that portion thereof lying southerly of a line extending due east from the northeast corner of the aforesaid tract conveyed to Donald G. Willing, et ux.

TOGETHER WITH all water rights appurtenant to all of the above described real property.

Deo L. Willing

x Jay J. Willing