

85367

AFTER RECORDING RETURN TO
BENJ. FRANKLIN FEDERAL SAVINGS
AND LOAN ASSOCIATION
101, Franklin Plaza, Seventeenth Floor
One S.W. Columbia Street
Portland, Oregon 97258
LURRAINE GARNER 157925
SCTC
SK-10807

BOOK 55 PAGE 104

3-3-29-1978-5301
Portland, Oregon

157925

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

Date

FEBRUARY 7, 1978

FOR VALUE RECEIVED,
MICHAEL D. ELLSWORTH

"Mortgagors," do mortgage to BENJ. FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF PORTLAND, a corporation, "Mortgagee."

together with all and singular the tenements, hereditaments, rights, rents, issues, profits, easements, privileges, and appurtenances thereto belonging, and which may hereafter belong or appertain, and any and all fixtures, including, but not limited to, awnings, venetian blinds, floor coverings, wall-to-wall carpetings, built-in and drop-in ranges, dishwashers, disposals, air-conditioning systems, and watering and irrigation apparatus, upon said premises at the time of the execution of this Mortgage, or placed thereon at any time during the term of the Mortgage.

This Mortgage is given to secure the payment of the principal sum of \$ 14,000.00, with interest thereon evidenced by a Promissory Note of even date herewith, all maturing MARCH 5, 1998.

The Mortgagors, by the execution and delivery of this Mortgage, acknowledge each of the provisions printed on the reverse side hereof and agree that each and every of said provisions are herewith adopted and incorporated herein and made a part hereof as fully as though set forth in length; that Mortgagors will observe, and perform each and every of said agreements and provisions.

Protection reserve is defined as that amount at any given time hereunder the contractual balance (that sum to which the Note balance would have been reduced had Mortgagors paid at the exact times therefore the exact minimum payments required therein) exceeds the ledger balance (actual unpaid balance). The Mortgagors are permitted to establish such a protection reserve, and for that purpose are authorized to pay, in addition to the payments required by the Note, further monthly payments of \$ 13.00. Now, if at any given time the Mortgagors shall have complied with the terms of this Mortgage and the ledger balance of said Note at that time is less than the contractual balance, Mortgagors may, at their option, omit making any further payments required on said Note or reduce such payments until such time as the ledger balance rises to and equals the contractual balance as said term is herein defined. All interest which accrues under the terms of said Note and this Mortgage within the period during which the Mortgagors omit payments as herein permitted shall be added to the then unpaid principal balance and bear interest at the rate specified in said Note.

This Mortgage secures future advances to Mortgagors in amounts to an aggregate of \$3,500.00, which advances, as made, shall merge in the then existing indebtedness and be secured hereby.

This Mortgage applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, personal representatives, successors, and assigns. That upon execution of this Mortgage, Mortgagors are declared members of BENJ. FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF PORTLAND and, as members, are bound by its Charter, the laws of the United States, and the rules and regulations of the Federal Home Loan Bank Board.

THE PROVISIONS ON THE REVERSE SIDE CONSTITUTE A PART OF THIS MORTGAGE.

Executed as of the day and year this Mortgage acknowledged.

MICHAEL D. ELLSWORTH
Michael Ellsworth

[SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

[SEAL]



STATE OF OREGON WASHINGTON }

County of Klickitat

On February 21, 1978, personally appeared the above named

MICHAEL D. ELLSWORTH

and acknowledged the foregoing instrument to be HIS voluntary act and deed.

Before me: *Alvin Paul Heavy Jr*
(SEAL)

Notary Public for Oregon CITY OF WHITE RIVER My commission expires Sept 28, 1979

STATE OF OREGON

County of }

On 19, personally appeared

and

is the

that this instrument was voluntarily signed in behalf of the Corporation by authority of its Board of Directors.

Before me:

(SEAL)

Notary Public for Oregon

Lic. No. 578

My commission expires:

who, being sworn, stated that the former
of said Corporation and

57925

THE FOLLOWING ARE THE AGREEMENTS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS INSTRUMENT
AND WHICH ARE HEREBY ADOPTED AND INCORPORATED AS A PART THEREOF TO BE OBSERVED AND PERFORMED BY THE
PARTIES:

Mortgagors agree to pay, when due, all taxes, levies, and assessments against said property; to keep the buildings upon said property in a good state of repair; to pay for such repairs when made, and not suffer or commit any strip or waste to said property; to satisfy any and all liens or encumbrances that are or may become a lien upon said property, or any part thereof, superior to the lien of this Mortgage; to keep the buildings and improvements now or which may hereafter be erected upon the premises insured in favor of Mortgagor in a sum not less than the insurable value thereof against hazard by fire and such other hazards as Mortgagor may require and in such companies as Mortgagor may approve, have all policies of insurance made payable to Mortgagor as its interest may appear, and cause to be delivered to Mortgagor all policies of insurance on said property as soon as insured. Failure of Mortgagor to deliver acceptable insurance policies within ten days of the date of expiration of existing policies shall authorize Mortgagor to purchase adequate insurance in such companies as it may designate; but Mortgagor shall not be held responsible for failure to have any insurance written or for loss or damage growing out of any defect in any policy of insurance.

In order to pay accruing taxes, levies, assessments, and insurance premiums Mortgagors shall, unless Mortgagor otherwise agrees, as hereinafter stipulated, deposit monthly with Mortgagor an amount estimated to be equal to one-twelfth of such taxes, levies, assessments, and insurance premiums. The money so deposited by Mortgagor shall be credited to a non-interest bearing reserve account, unless interest is directed to be paid thereon by federal regulation, and then only at the rate of interest mandated by the said herein by applicable state law, it being specifically acknowledged that there is no agreement for the payment of interest. The Mortgagor may commence the deposits with its general fund and is herewith authorized to charge against such account as a withdrawal sufficient amounts to pay accruing taxes, levies, assessments, and insurance premiums when due, or said account if necessary. Should there be insufficient sums in said account to pay said taxes, levies, assessments, and insurance premiums when due, Mortgagors shall, upon demand, pay to Mortgagor the amount necessary to satisfy said deficiency. When the balance due Mortgagor on the Promissory Note, and any future advancements under this Mortgage is reduced to the amount in said reserve account, Mortgagor or Mortgagor shall have the privilege of applying the reserve account balance to full payment of such obligation. In the event Mortgagor shall fail to make payments upon said Promissory Note and for such future advances as accrued hereby, Mortgagor may, in its option, apply the balance in said reserve account toward the payment of the principal and interest. Mortgagor hereby irrevocably constitute and appoint Mortgagor as their attorney in fact for them and in their place and stead to make and deliver proofs of loss under or upon any policy of insurance and to adjust, sue for, or compromise any claim thereunder and collect the proceeds of any such insurance and apply such proceeds either toward the payment of the debt secured hereby or to the repair and rebuilding of the damaged premises as Mortgagor may elect. Neither Mortgagor or Mortgagor's successors shall apply for the benefits of the deferral of homestead property taxes under State law until such deferred taxes are subordinate to the lien of this Mortgage.

Mortgagor may elect to waive the requirement that Mortgagors establish and make deposits to the reserve account. Then and in that event, Mortgagors shall pay all taxes, levies, assessments, and insurance premiums attributable to the property, when due, directly to the payee thereof and shall promptly furnish Mortgagor proof of such payment. Should Mortgagor become delinquent in the payment of two consecutive quarterly tax payments, Mortgagor may require the Mortgagor to establish and make monthly deposits into a reserve account, which account shall be non-interest bearing, unless interest is directed to be paid thereon by federal regulation and at the rate mandated by state statute. This remedy is not a limitation of any other remedy available to Mortgagor for Mortgagor's breach of contract.

Mortgagor may, after upon said premises at any reasonable time for inspection or for the purpose of finishing any building abandoned by the Mortgagor and for the purpose of making any repairs which the Mortgagor may deem necessary, the Mortgagor being the sole judge of his necessity for such entry, construction and/or repair. Expenditures made by the Mortgagor for the payment of taxes, insurance, premiums, costs of construction or repair, shall, as expended, at once become due, interest at the rate provided in and Note from the date of expenditure until paid, and be secured by this Mortgagor, Mortgagor hereby assign to Mortgagor all rents, issues, and profits of said mortgaged property as further security for the payment of sums due or to become due on this Mortgage. Mortgagor shall have the right and it is hereby unconditionally granted to collect such rents, issues, and profits. All rents, issues, and profits so collected by Mortgagor shall be applied to the costs of holding and managing said property, costs of necessary repairs thereto, operating expenses, and any balance to the payment of sums due and owing under any provision of and Note and this Mortgage. Should any part of said property be taken by condemnation, all damages paid, less attorney's fees, costs, and expenses, shall be paid to the Mortgagor and first applied upon and toward the payment of the mortgage debt.

Time is material and of the essence of each and every paragraph and provision of this Mortgage. Should default be made by Mortgagor in the payment of any of the installments on the date provided for or in the performance of any of the agreements herein contained or in the performance of the Construction Loan Agreement, then and in such event, and at the option of the Mortgagor, the whole amount unpaid on said Note or on this Mortgage shall at once become due and payable, and this Mortgage may be foreclosed at any time thereafter. The failure of Mortgagor to require performance of any term or condition of said Promissory Note, or of this Mortgage, shall not operate to release, modify, or affect the original liability of Mortgagor hereunder or be construed as a waiver of any covenant or agreement herein contained or of any ensuing breach or subsequent breach hereof.

In any suit to foreclose this Mortgage, the prevailing party shall be entitled to such sums in addition to costs and disbursements provided by statute and costs of searching and abstracting records, as the trial court or any Appellate Court may adjudge as reasonable attorney's fees. In any suit, action or proceeding (and all appeals therefrom) which Mortgagor may find expedient to prosecute or defend to protect the his/her interest, Mortgagor agrees to have a reasonable sum for attorney's fees, costs, and disbursements payable by statute, and costs of searching and abstracting records, which sums shall be secured hereby. Mortgagor further authorizes the court in the event of a suit by Mortgagor to foreclose this Mortgage or in case of neglects necessary for Mortgagor to exercise the assignments of rents, issues, and profits as hereinabove provided to appoint a receiver capable of collecting of Mortgagor to take possession of said property, care for the same, collect rents, issues, and profits thereon, the costs of said receivership to be paid by Mortgagor. Mortgagors further agree to pay reasonable costs of credit report, costs of inspection of the property, and expenses incurred by Mortgagor in collecting any sums past due and owing hereon. Said costs, charges, and expenses incurred shall become at once due, bear interest from the date the same accrue at the rate provided in and Note and shall be secured by this Mortgage. Mortgagors assign awards in condemnation or threatened condemnation to Mortgagor to the extent of the unpaid balance from time to time secured by this Mortgage.

Mortgagors shall make no sale of the above-described property in bidding contract sales, without first obtaining the written consent thereof of the Mortgagor, which consent Mortgagor will not unreasonably withhold. As a condition to such consent, Mortgagor may impose a service charge not exceed in amount 1% of the principal sum initially secured by this mortgage. As a further condition to such consent, the Mortgagor may, at its option and in its sole discretion, increase the contractual interest rate upon the unpaid balance of the obligation secured by this Mortgage.

PROVISIONS APPLICABLE TO CONDOMINIUMS AND TOWNHOUSES: Should the mortgaged property be a unit of a condominium or townhouse project and should Mortgagors breach the Declaration and Bylaws applicable to such project, it should the association of unit owners of which Mortgagors are members fail to provide maintenance or to maintain and keep in repair the common elements or common areas, then and in either of said events, if such conditions do not corrected within 30 days after written notice to Mortgagor, Mortgagor shall have the right to correct such breach at Mortgagor's expense, which expense shall be secured hereby, and for intent and care in Mortgagor's stead on all matters at and owners meetings, and/or accelerate the indebtedness secured hereby and foreclose this Mortgage, to such additional remedies at Mortgagor's option.

(Space Below This Line Reserved For Lender and Recorder)

85807

STATE OF WASHINGTON	CLERK OF SISKIYOU COUNTY
MY CERTIFICATE THAT THE WRITTEN DEED OF TRUST WAS PAID BY MICHAEL D. ELLSWORTH AT PAGE 161 RECORDED IN BOOK 55 ON SEPTEMBER 17, 1983	AT PAGE 161 RECORDED IN BOOK 55 ON SEPTEMBER 17, 1983
COURT AUDITOR	
MICHAEL D. ELLSWORTH	

SEARCHED	INDEXED
SERIALIZED	FILED

MAIL ALL TAX INFORMATION TO:
MICHAEL D. ELLSWORTH

P.O. Box 668
CARSON, WASHINGTON 98510
SS:

FOR VALUE RECEIVED,

MICHAEL D. ELLSWORTH

Date: FEBRUARY 7, 1978

"Mortgagors," do mortgage to BENJ. FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF PORTLAND, OREGON, a corporation, "Mortgage,"

together with all and singular the tenements, hereditaments, rights, rents, issues, profits, easements, privileges, and appurtenances thereto belonging, and which may hereafter belong or appertain, and any and all fixtures, including, but not limited to, awnings, venetian blinds, floor coverings, wall-to-wall carpetings, built-in and drop-in ranges, dishwashers, disposals, air-conditioning systems, and watering and irrigation apparatus, upon said premises at the time of the execution of this Mortgage, or placed thereon at any time during the term of this Mortgage.

This Mortgage is given to secure the payment of the principal sum of \$ 14,000.00 with interest thereon evidenced by a Promissory Note of even date herewith, all maturing MARCH 5, 1993.

The Mortgagors, by the execution and delivery of this Mortgage, acknowledge each of the provisions printed on the reverse side hereof and agree that each and every of said provisions are hereby adopted and incorporated herein and made a part hereof as fully as though set forth in length; that Mortgagors will observe and perform each and every of said agreements and provisions.

Protection reserve is defined as that amount at any given time hereunder the contractual balance (that sum to which the Note balance would have been reduced had Mortgagors paid at the exact times therefore the exact minimum payments required thereon) exceeds the ledger balance (actual unpaid balance). The Mortgagors are permitted to establish such a protection reserve, and for that purpose are authorized to pay, in addition to the payments required by the note, further monthly payments of \$ 13.05. Now, if at any given time the Mortgagors shall have complied with the terms of this Mortgage and the ledger balance of said Note at that time is less than the contractual balance, Mortgagors may, at their option, omit making any further payments required on said Note or reduce such payment until such time as the ledger balance rises to and equals the contractual balance of said Note. All interest which accrues under the terms of said Note and this Mortgage within the period during which the Mortgagors omit payments as herein permitted shall be added to the then unpaid principal balance and bear interest at the rate specified in said Note.

This Mortgage secures future advances to Mortgagors in amounts to an aggregate of \$3,000.00, which advances as made, shall merge in the then existing indebtedness and be secured hereby.

This Mortgage applies to, insures to the benefit of, and binds all parties hereto, their heirs, executors, devisees, personal representatives, successors, and assigns. That upon execution of this Mortgage, Mortgagors are declared members of BENJ. FRANKLIN FEDERAL SAVINGS AND LOAN ASSOCIATION OF PORTLAND and, as members, are bound by its Charter, the laws of the United States, and the rules and regulations of the Federal Home Loan Bank Board.

THE PROVISIONS ON THE REVERSE SIDE CONSTITUTE A PART OF THIS MORTGAGE.

Executed as of the day and year this Mortgage acknowledged.

MICHAEL D. ELLSWORTH

[SEAL]

STATE OF WASHINGTON



[SEAL]

[SEAL]

[SEAL]

[SEAL]

County of Klickitat

On February 7, 1978, personally appeared the above named

MICHAEL D. ELLSWORTH

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Alvin Fred Meany Jr.

(SEAL)

Notary Public for Oregon

WASHBONATO CITY OF WHITE RIVER

My commission expires:

Sept 28, 1979

STATE OF OREGON

County of

On

19

personally appeared

and

is the

that this instrument was voluntarily signed in behalf of the Corporation by authority of its Board of Directors.

Before me:

(SEAL)

Notary Public for Oregon

L.B.REV. 5-78

who, being sworn, stated that the former of said Corporation and

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF THE BONNEVILLE POWER ADMINISTRATION'S BONNEVILLE-COULHE TRANSMISSION LINE AND THE EASTERNLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 2135 DESIGNATED AS THE WIND RIVER ROAD; SAID POINT LYING NORTH 276.82 FEET AND EAST 145 FEET FROM THE IRON PIN MARKING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29 - TOWNSHIP 3 NORTH, RANGE 8 E.W.M.; THENCE NORTH 290° 36' EAST ALONG SAID TRANSMISSION LINE RIGHT OF WAY 206.33 FEET; THENCE NORTH 01° 05' 16" EAST 40.01 FEET; THENCE SOUTH 290° 36' WEST 222.71 FEET TO THE EASTERNLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 2135; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY 42.84 FEET TO THE POINT OF BEGINNING; SAID TRACT CONTAINING 0.20 ACRES, MORE OR LESS, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

THE FOLLOWING ARE THE AGREEMENTS AND PROVISIONS REFERRED TO ON THE REVERSE SIDE OF THIS INSTRUMENT WHICH ARE HEREBY ADOPTED AND INCORPORATED AS A PART THEREOF TO BE OBSERVED AND PERFORMED BY THE PARTIES.

Mortgagors agree to pay, when due, all taxes, levies, and assessments against said property; to keep the buildings upon said property in a good state of repair; to pay for such repairs when made; and not suffer or commit any strip or waste to said property; to satisfy any and all liens or encumbrances that are or may become a lien upon said property, or any part thereof, superior to the lien of this Mortgage; to keep the buildings and improvements now on or which may hereafter be erected upon the premises insured in favor of Mortgagor in a sum not less than the insurable value thereof against hazard by fire and such other hazards as Mortgagor may require and in such companies as Mortgagor may approve; have all policies of insurance made payable to Mortgagor as its interest may appear and cause to be delivered to Mortgagor all policies of insurance on said property as soon as insured. Failure of Mortgagors to deliver acceptable insurance policies within ten days of the date of expiration of existing policies shall authorize Mortgagor to purchase adequate insurance in such companies as it may designate, but Mortgagor shall not be held responsible for failure to have any insurance written or for loss or damage growing out of any defect in the policy of insurance.

In order to pay accruing taxes, levies, assessments, and insurance premiums Mortgagors shall (unless Mortgagor otherwise agrees, as hereinafter stipulated) deposit monthly with Mortgagor an amount estimated to be equal to one-twelfth of such taxes, levies, assessments, and insurance premiums that are deposited monthly with Mortgagor shall be credited to a non-interest bearing reserve account, unless interest is directed to be paid thereon by federal regulation and then only at the rate of interest stipulated to be paid thereon by applicable state law, it being specifically acknowledged that there is no agreement for the payment of interest. The Mortgagor may withdraw the deposits with its general fund and is herewith authorized to charge against such account as a withdrawal sufficient amounts to pay accruing taxes, levies, assessments, and insurance premiums when due, to the full extent of said account if necessary. Should there be insufficient sums in said account to pay taxes, levies, assessments, and insurance premiums when due, Mortgagor shall, upon demand, pay to Mortgagor the amount necessary to satisfy said deficiency. When the balance due Mortgagor on the Premium Note, and any future advancements under this Mortgage is reduced to the amount in said reserve account, Mortgagor or Mortgagor shall have the privilege of applying the reserve account balance to full payment of such obligation. In the event Mortgagor shall fail to make payments upon said Premium Note and for such future advances as secured hereby, Mortgagor may, in its option, apply the balance in said reserve account toward the payment of the principal and interest. Mortgagor hereby authorizes constitute and appoint Mortgagor as attorney in fact for them and in their place and stead to sue and deliver proofs in law under and upon any policy of insurance and to adjust, sue for, or compromise any claim thereunder and collect the proceeds of any such insurance and apply such proceeds either to the payment of the debt secured hereby or to the repair and rebuilding of the damaged premises as Mortgagor may elect. Neither Mortgagor or Mortgagor's successors shall apply for the benefits of the deferral of homestead property taxes under State law until such deferred taxes are substituted to the lien of this Mortgage.

Mortgagor may elect to waive the requirement that Mortgagor establish and make deposit to the reserve account. Then and in that event, Mortgagor shall pay all taxes, levies, assessments, and insurance premiums attributable to the property, when due, directly to the trustee thereof and shall promptly furnish Mortgagor proof of such payment. Should Mortgagor become delinquent in the payment of two consecutive quarterly tax payments, Mortgagor may require the Mortgagor to establish and make monthly deposits into a reserve account, which account shall be non-interest bearing, unless interest is directed to be paid thereon by federal regulation and at the rate mentioned in state statute. This remedy is not a limitation of any other remedy available to Mortgagor for Mortgagor's breach of contract.

Mortgagor may enter upon said premises at any reasonable time for inspection or for the purpose of finding any building abandoned by the Mortgagor and for the purpose of making any repairs which the Mortgagor may deem necessary. The Mortgagor being the sole judge of the necessity for such entry, construction and repair. Expenditures made by the Mortgagor for the payment of taxes, insurance, premiums, costs of construction or repair, shall, as expended, at once become due, bear interest at the rate provided in the Premium Note from the date of expenditure until paid, and be secured by this Mortgage. Mortgagor hereby agrees to Mortgagor all rents, issues and profits in said mortgaged property as further security for the payment of sums due or to become due in this Mortgage. Mortgagor shall have the right to make a trustee appointed agent to collect such rents, issues and profits. All rents, issues and profits so collected by Mortgagor shall be applied to the payment of interest and managing and property costs. If necessary, repairs thereto, operating expenses and any balance to the payment of sums due in this Mortgage under the Premium Note and this Mortgage. Should any part of said property be taken by condemnation, all damages paid less any taxes, costs, fees, or expenses, shall be paid to the Mortgagor, and first applied upon and toward the payment of the mortgage debt.

Time is material and of the essence of each and every paragraph and provision of this Mortgage. Should default be made by Mortgagor in the payment of any of the installments on the due date herein or in the payment of any of the debts, costs, expenses, taxes, insurance, premiums, costs of construction or repair, as provided in the Construction Loan Agreement, then and in such case, and at the option of the Mortgagor, to whomsoever having an interest in said Note or on this Mortgage, shall at once become due and payable, and the balance due and payable on this Mortgage. The failure of Mortgagor to require performance of any term or condition of said Premium Note or this Mortgage, or to give notice of such failure, shall not affect the original liability of Mortgagor hereunder or be construed as a waiver of any claim or agreement herein contained, or as a defense to a claim of breach or subsequent breach hereof.

In any suit to foreclose this Mortgage, the prevailing party shall be entitled to reasonable costs and expenses, including attorney's fees and costs of searching and abstracting records, and the trial court or an Appellate Court shall adduce a reasonable attorney's fees. In any suit, action, or proceeding (and all appeals therefrom), which Mortgagor may be compelled to prosecute or defend to protect the lien hereof, Mortgagor agrees to pay a reasonable sum for attorney's fees, costs, and disbursements, reasonable and necessary, for searching and abstracting records, which sum shall be deducted from the Mortgagor further authorize the court in the creation of a trust fund. Mortgagor to cover the balance or, in case it becomes necessary for Mortgagor to extend the assignment of rents, issues and profits, to a trustee, to pay to the trustee the costs of such receivership to be paid by Mortgagor. Mortgagors further agree to pay reasonable costs of credit reports, legal expenses incurred in collecting any sums past due and owing hereon, said costs, charges, and expenses incurred shall become an additional debt, and interest thereon, the date the same accrue at the rate provided in said Note and shall be paid by the Mortgagor. Mortgagor to collect awards at once due, and interest thereon, the date the same accrue to the extent of the full unpaid balances from the date of award by the court.

Mortgagor shall make no sale of the above described property, including contractor rates, without first obtaining the written consent thereto of the Mortgagor. Which consent Mortgagor will not unreasonably withhold. As a condition to such consent, Mortgagor can impose a service charge not exceeding in amount 1% of the principal sum initially secured by this mortgage. As a further condition to such consent, the Mortgagor may, at its option and in its sole discretion, increase the contractual interest rate upon the unpaid balance of the obligation secured by this Mortgage.

PROVISIONS APPLICABLE TO CONDOMINIUMS AND TOWNHOUSES. Should the mortgaged property be a Condominium or townhouse project and should Mortgagors breach the Declaration and By-Laws applicable to such project, or should the association of unit owners, or if Mortgagors are members fail to provide management or to maintain and keep up in proper condition elements or common areas, then and in either of said events, if such conditions do not correct within 30 days after written notice to Mortgagors, Mortgagor shall have the right to correct such breach at Mortgagors' expense, which expense shall be secured hereby, and/or attend and vote in Mortgagors' meet on all matters at unit owners' meetings, and/or accelerate the indebtedness secured hereby and foreclose this Mortgage, such additional remedies at Mortgagor's option.

(Space Below This Line Reserved For Lender and Recorder)

STATE OF WASHINGTON
COUNTY OF SKAMANIA

THEREBY CERTIFY THAT THE WRITTEN
INSTRUMENT OF RECORDING FILED BY

RECORDED IN BOOK 55
AT PAGE 16
ON DECEMBER 14, 1972

RECORDS OF SKAMANIA COUNTY CLERK

RECORDED IN
DECEMBER 14, 1972

COURT ATTORNEY
RECORDED

RECORDED
RECORDED

RECORDED
RECORDED

REGISTERED	INDEXED	FILED	SEARCHED	MAILED
✓	✓	✓	✓	✓

PLEASE MAIL ALL TAX INFORMATION TO:

NAME: MICHAEL D. ELLSWORTH

ADDRESS: P.O. Box 668
CARSON, WASHINGTON 98501