

## MORTGAGE

SK-10981  
3-2-36-A-240

The Mortgagors, DALE W. MIDLAND AND TEDDI R. MIDLAND

of STEVENSON, WA

Skamania

Herby mortgage to Riverview Savings Association, a Washington corporation, the following described real property situated in ~~Cowlitz~~ County, State of Washington, to wit:

ALL THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, LYING NORTHERLY OF THE COUNTY ROAD AS CONVEYED IN INSTRUMENT TO SKAMANIA COUNTY, DATED APRIL 12, 1967, AND RECORDED APRIL 24, 1967, UNDER AUDITOR'S FILE NO. 68459, IN BOOK 57 OF DEEDS, PAGE 194, RECORDS OF SKAMANIA COUNTY, WASHINGTON, IN SECTION 36, TOWNSHIP 3 NORTH, RANGE 7 E.W.M.

ALSO ALL THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 36, LYING NORTHERLY OF THE COUNTY ROAD, AS CONVEYED IN INSTRUMENT TO SKAMANIA COUNTY DATED APRIL 12, 1967, AND RECORDED APRIL 24, 1967, UNDER AUDITOR'S FILE NO. 68459, IN BOOK 57 OF DEEDS, PAGE 194, RECORDS OF SKAMANIA COUNTY, WASHINGTON, AND LYING EASTERLY OF THE KANAKA CREEK ROAD.

EXCEPT THE FOLLOWING DESCRIBED TRACT:

BEGINNING AT A POINT ON THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 7 E.W.M., SOUTH 00° 35' 16" WEST 545.70 FEET FROM THE NORTHEAST CORNER OF SAID WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36; THENCE SOUTH 82° 23' 16" WEST 339.83 FEET; THENCE SOUTH 06° 31' 35" EAST 280 FEET MORE OR LESS TO THE CENTERLINE OF THE COUNTY ROAD; THENCE NORTHEASTERLY ALONG SAID COUNTY ROAD TO THE SAID EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36; THENCE NORTH 00° 35' 16" EAST 100 FEET MORE OR LESS TO THE POINT OF BEGINNING.

and all interest or estate chosen that the mortgagors may hereafter acquire, together with the appurtenances and all awnings, window shades, screens, mantles, and all plumbing, lighting, heating, cooling, ventilating, elevating and watering apparatus, furnace and heating systems, water-heaters, burners, fuel storage bins and tanks and irrigation systems and all built-in fixtures, ceiling fans, refrigerators, dishwashers, and cupboards and cabinets, and all trees, gardens and shrubbery, and other fixtures, furniture, and fixtures, and other fixtures whether now or hereafter belonging to or used in the enjoyment of said property, all of which shall be construed as a part of the tract. The within described mortgaged property is not used principally for agricultural purposes.

At the time of the payment of the sum of THIRTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100\*\*\*\*\* Dollars \$ 37,500.00 Dollars, thereon and payable in monthly installments of \$ 327.64 each Month

beginning on the 10th day of June 1978, and payable on the 10th day of each month thereafter, according to the terms and conditions of one certain promissory note bearing even date herewith.

That every one half (1/2) outline in force and exist as security for any and all other advances which may hereafter be made by the Mortgagor to the Mortgagor, and half (1/2) outline in force and exist as security for any debt, now owing or hereafter to be contracted, called by the Mortgagor to the Mortgagor.

The Mortgagors hereby jointly and severally if more than one covenant and agree with the Mortgagor as follows.

That the Mortgagors have a valid, unencumbered title in fee simple to said premises, and will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

That the Mortgagors will during the continuance of this mortgage, permit no waste or strip of the mortgaged premises and repair the buildings and appurtenances on and premises in good state of repair.

That the Mortgagors will pay said promissory note according to its terms. Should the Mortgagors fail to pay any installment of principal or interest provided for in said note, or any sum due under this mortgage, or breach of any covenant or agreement herein contained, then the entire debt secured by this mortgage shall, at the election of the Mortgagor, become immediately due and payable. Should the Mortgagors fail to pay any sum which they are required to pay, the Mortgagor may, without waiver of any remedy hereunder for such breach, make full or partial payment thereof, and the amount so paid with interest thereon at 10% per annum shall become immediately payable to the Mortgagor and shall be secured by this mortgage. Any payment made by the Mortgagor upon the indebtedness created by this mortgage may be applied as the Mortgagor may elect either upon the amount which may be due upon said promissory note, or upon any amount which may be due under the provisions of this mortgage.

That the Mortgagors will keep all buildings thereon continuously insured against loss or damage by fire and such other hazards as the Mortgagor may specify to the extent of the amount due hereunder, in some responsible insurance company or companies satisfactory to the Mortgagor and for the protection of the latter, and that the Mortgagors will cause all insurance policies to be suitably endorsed and delivered to the Mortgagor, together with receipts showing payment of all premiums due therefor, and that the Mortgagors will keep no insurance on said building other than as stated herein. That it shall be optional with the Mortgagor to name the company or companies and the agents thereof by which the insurance shall be written, and to refuse acceptance of any policy offered, and to surrender and cause to be cancelled any policy which may be received or accepted and to place the insurance or cause the policies to be written, all at the cost, charge and expense of the Mortgagors, but in no event shall the Mortgagor 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 Mortgagor is authorized to compromise and settle any claims for insurance, and to receipt thereon on behalf both of the Mortgagors and their assigns and the Mortgagor.

That the Mortgagors will pay all taxes, assessments, and other governmental levies, now or hereafter assessed against the mortgaged premises, or imposed upon this mortgage or the note secured hereby, as soon as the same become due and payable, and shall immediately pay and discharge any lien having precedence over this mortgage. And to assure prompt payment the Mortgagors agree to pay to the Mortgagee monthly budget payments estimated by the Mortgagee to equal one-twelfth of the annual insurance premiums, taxes, assessments, and other governmental levies, which are or may become due upon the mortgaged premises, or upon this mortgage or the note secured hereby, the amount of such payments to be adjusted from time to time as conditions may require. The budget payments so accumulated may be applied by the Mortgagee to the payment of such taxes, assessments, or levies, in the amounts shown by the official statements thereof, and to the payment of insurance premium in the amount actually paid or incurred therefor. And such budget payments are hereby pledged to the Mortgagee as collateral security for full performance of this mortgage and the note secured hereby and the Mortgagee may, at any time, without notice, apply said budget payments upon any sums delinquent upon said note or under the terms of this mortgage.

In any action brought to foreclose this mortgage or to protect the lien hereof, the Mortgagee shall be entitled to recover from the Mortgagors a reasonable attorney fee to be allowed by the court, and the reasonable cost of searching the records and obtaining abstracts of title or title reports for use in said action, and said sums shall be secured by this mortgage. In such foreclosure action a deficiency judgment may be entered in favor of the Mortgagee, and a receiver may be appointed at the Mortgagee's request to collect the rents, issues and profits from the mortgaged premises.

And it is further covenanted and agreed that the owner and holder of this mortgage and of the promissory note secured hereby 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.

Wherever the terms "mortgagors" occur herein it shall mean "mortgagor" when only one person executed this document, and the liability hereunder shall be joint and several.

Dated at Camas, Washington  
Stevenson

May 3, A.D. 1978

*Caled Midland*  
DALE W. MIDLAND

*Teddi R. Midland*  
TEDDI R. MIDLAND



STATE OF WASHINGTON,  
County of Camas SKAMANIA

On this day personally appeared before me DALE W. MIDLAND AND TEDDI R. MIDLAND, husband and wife to me known to be the individual(s) described in 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 3rd day of May 1978 A.D.

*David Walker*  
Notary Public in and for the State of Washington  
residing at Camas, therein.

Stevenson

# MORTGAGE

Loan No. \_\_\_\_\_

FROM

TO

Riverview Savings Association

Camas, Washington

STATE OF WASHINGTON |  
COUNTY OF SKAMANIA |  
I HEREBY CERTIFY THAT THE ENTITLED

INSTRUMENT OF RECORDING, FILED IN  
THE LAND TITLE

OF CLARK COUNTY  
AT 2:15 P.M. MAY 4, 1978

IS RECORDED IN BOOK #55  
OF TENTS AT PAGE 27-E

RECORDS OF SKAMANIA COUNTY, WASH.  
*DALE W. MIDLAND*

COUNTY AUDITOR

*DALE W. MIDLAND*

RECEIVED

REGISTERED <input checked="" type="checkbox"/>
INDEXED <input checked="" type="checkbox"/>
FILED <input checked="" type="checkbox"/>
SERIALIZED <input checked="" type="checkbox"/>
COPIES MADE <input checked="" type="checkbox"/>

MAIL TO:  
Riverview Savings Association  
Camas, Washington

COPIES MADE

ATT ED