

PIONEER NATIONAL  
TITLE INSURANCE

ATTORNEY COMPANY

Form 1.6

SK 10932

2-5-17-B-100

## MORTGAGE

THE MORTGAGORS, William H. Burns and Ethel E. Burns, Husband and Wife

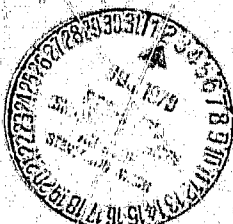
hereinafter referred to as the mortgage or mortgages to

CROWN CASH CREDIT UNION

the following described real property situate in the County of Skamania, State of Washington:

Lot 40 of Skamania Highlands, According to the plat whereof, recorded under Auditor's File No. 6995B, Book "A" of Plats, Page 140, Records of Skamania County, Washington.

The within described mortgaged property is not used principally for farming or agricultural purposes.



together with the appurtenances, and all ceilings, screens, mirrors, and all plumbing, lighting, heating, cooling, ventilating, elevating and conveying apparatus and fixtures, now, or hereafter belonging to or used in connection with the property, all of which shall be construed as a part of the realty.

To secure the performance of the covenants and agreements hereinafter contained, and the payment of Thirty Nine Thousand, Seven Hundred and Thirty and 00/100 --- (\$39,730.00) --- Dollars with interest from date until paid, according to the terms of a certain promissory note bearing even date herewith.

The mortgagee covenants and agrees, with the mortgagee as follows: that he is lawfully seized of the property in fee simple and his good right to mortgage and convey it; that the property is free from all liens and encumbrances of every kind that he will lose; that the property free from any encumbrances prior to this mortgage; that he will pay all taxes and assessments now or hereafter imposed on the property and for on this mortgage or the debt hereby secured, at least ten days before delinquency, and will immediately deliver proper receipts therefor to the mortgagee; that he will not permit any use of the property; that he will keep all buildings now or hereafter placed on the property in good order and repair and continuously insured against loss or damage by fire to the extent of the full insurable value thereof in a company acceptable to mortgagee and for the mortgagee's benefit, and will deliver to mortgagee the policies, and renewal thereof at least five days before expiration of the old policies.

Should the mortgagee default in any of the foregoing covenants or agreements, then the mortgagee may perform the same and may pay any part or all of principal and interest of any prior encumbrance or of insurance premiums or other charges required hereby, and any amount so paid, with interest thereon at the highest legal rate from date of payment shall be repayable by the mortgagee on demand, and shall also be secured by this mortgage without waiver of any right or other remedy arising from breach of any of the covenants hereof. The mortgagee shall be the sole judge of the validity of any tax, assessment or lien asserted against the property, and payment thereof by the mortgagee shall establish the right to recover the amount so paid with interest.

Time is of the essence hereof and if default be made in the payment of any of the sums hereby secured, or in the performance of any of the covenants or agreements herein contained, then in any such case the remainder of unpaid principal, with accrued interest and all other indebtedness hereby secured, shall at the election of the mortgagee become immediately due without notice, and this mortgage may be foreclosed.

In any action to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or in any suit which the mortgagee may be obliged to defend or contest, the unpaid principal of the loan secured, the mortgagee agrees, to pay a reasonable sum of attorney's fees, all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be secured hereby and included in any decree of foreclosure.

Dated at Oakes, Washington

this June 11, 1928

William H. Burns

Ethel E. Burns

STATE OF WASHINGTON

County of Clark

ss.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 1st day of June, 1978

personally appeared before me

William H. Burns and Ethel E. Burns, Husband and Wife to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate above written.

*Wm. R. Quinn*  
Notary Public in and for the State of Washington,  
residing at *W. R. Quinn*

STATE OF WASHINGTON

County of

ss.

On this day of

and  
and

before me personally appeared

to me known to be the of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year in this certificate above written.

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

AFTER RECORDING MAIL TO:

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| REGISTERED | INDEXED | FILED | RECORDED | COMPARED | MAILED |
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865-5

MORTGAGE

TO

STATE OF WASHINGTON  
COUNTY OF SPOKANE

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF CREDIT FILED BY *State of Little* OF *Washington* AT *1:30 P.M.* ON *6-1-78* IS A TRUE AND CORRECT COPY OF THE INSTRUMENT OF CREDIT, WASH. *6-1-78* *W. R. Quinn*

Pioneer National  
Title Insurance Company