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a-6-23-B-103

THIS MORTGAGE, Made this 1st day of July 1978  
by REBECCA S. REBER, Trustee under irrevocable trust agreement dated 12-28-76  
to CONRAD K. PETERS AND MARJEAN S. PETERS, Husband and Wife Mortgagor,

*WITNESSETH*, That said mortgagor, in consideration of Twenty One Thousand Three Hundred  
and no/100 Dollars, to him paid by said mortgagee, does hereby  
grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that cer-  
tain real property situated in Skamania County, State of Oregon bounded and described as  
follows, to-wit: Washington

A parcel of property in the Northwest Quarter of Section 23, Township 2 North, Range 6 East of the Willamette Meridian, Beginning at the Southwest corner of said Northwest quarter of Section 23, which is also the Southwest corner of Parcel "8" of Columbia River Estates, recorded under Auditor's File No. 75656, Skamania County, Records; thence North  $0^{\circ}36'09''$  East along the West line of said Northwest Quarter of Section 23, and the West line of said Parcel "8" 253.70 feet to the true point of beginning; thence continuing North  $0^{\circ}36'09''$  East, 494.99 feet to the Northwest corner of Parcel "8" thence South  $88^{\circ}54'00''$  East along the North line of Parcel "8" 290.86 feet to the center line of a road recorded under Auditor's File No. 75655, Records of said County; thence along the centerline of said road South  $29^{\circ}19'14''$  East 233.55 feet; thence South  $57^{\circ}22'25''$  West 30.04 feet to the centerline of a creek; thence Southwesterly along the centerline of the creek to a point which is 150.00 feet as measured at right angles to the said West line of the Northwest Quarter of Section 23; thence South  $53^{\circ}36'$  West 188 feet, more or less, to the true point of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and with him have hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term or otherwise.

**TO HAVE AND TO HOLD** the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators, &c., forever.

This mortgage is intended to secure the payment of a promissory note, of which the following is a substantial copy:

\$21,300.00 COPY July 1, 1978  
After more than one month's notice and severance, payment to my to the order of  
Conrad K. Petrie and Associates, better known as  
Twenty-one thousand Three hundred and no tens DOLLARS,  
~~with interest at the rate of six percent per annum from the date of this instrument, payable in  
annual installments of less than \$1,000.00 in amount, payment after shall be pro rata annually  
the remaining principal always except the last payment to be made on the 1st day of July  
XXXXXX the amount principal and interest due and payable on the date of this instrument  
shall be paid in full on the 1st day of July, 1978. However, until the whole sum principal and  
interest has been paid, any demand or claim to have any part thereof due and payable at the  
date of the last payment. If the payee fails to make a demand of payment, we promise and agree to pay holder  
the amount of such a demand, notwithstanding that he may file a suit or action to bind us, if a suit or an action is filed, the  
amount of such a demand, notwithstanding that he may file a suit or action to bind us, in which the suit or action, holding any appeal therein,  
and all costs and expenses.~~

Relating to Robert Trunkey under Revocable  
trust agreement dated 12-28-26.

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The date of maturity of the debt secured by this mortgag<sup>e</sup> is the date on which the last scheduled principal payment becomes due, to wit: 19

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully sealed in fee simple of said premises and has a valid, unencumbered title thereto.

and will warrant and forever defend the same against all persons, that he will pay said note, principal and interest, according to the terms thereof, that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and payable, and before the same may become delinquent, that he will promptly pay and satisfy any and all liens or encumbrances that now are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagor may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagor, with his payable last to the mortgagee and then to the mortgagor or their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as issued. Now if the mortgagor shall fail to any extent to procure any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagor may procure the same at mortgagor's expense; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagor, the mortgagor shall join with the mortgagor in executing one or more binding statements pursuant to the Uniform Commercial Code, "In force satisfactory to the mortgagor, and will pay for filing the same in the proper public office or offices, as well as the cost of all fees, expenses and costs made by the officers or searching agencies as may be deemed desirable by the mortgagor."

The mortgagor warrants that the proceeds of the loan required by the above described note and this mortgage are:

(a) primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below);

(b) for an organisation or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

Now, therefore, it said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be valid, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it is agreed that a failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagor shall have the option to declare the whole amount unpaid on said note or on this mortgage, as once due and payable, and this mortgage may be lawfully closed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgages may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest of the same rate as said note without waiver, however, of any right existing to the mortgagor for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagor at any time while the mortgagor neglects to pay any sums so paid by the mortgagor. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein mortgagor further promises to pay such sum as, the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively.

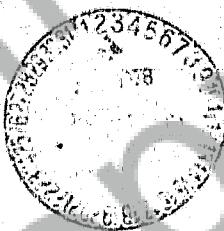
In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagor, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's necessary charges and expenses, to the payment of the amounts due under this instrument.

After first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage, it is understood that the mortgagor or mortgagee may be more than one person, that if the parties to this instrument, the grantors, promise shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions herein apply equally to

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

X Rebecca S. Peber, Trustee under irrevocable trust agreement dated 12-28-76

**IMPORTANT NOTICE** Dobie, by filing out this form, warrants to Bank of America that it is capable of understanding and that it agrees to conduct its business as defined in the Truth-in-Lending Act and Regulation Z; the mortgagee MUST comply with the Act and Regulation Z by making required disclosures, for its purpose, if this Note is used in connection with the issuance, the purchase or the disposition of a dwelling, and Stevens-Ness Note No. 1380 is equivalent to this instrument. NOT TO BE A FIRST LIEN. See Stevens-Ness Form No. 1306.



**STATE OF OREGON.**

Country

*BE IT REMEMBERED, That on this* 12<sup>th</sup> *day of* July, *1978,*  
*before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within*  
*named* Rebecca S. Feber, *Trustee under Irrevocable trust agreement dated 12-28-76*

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.*

Notary Public for Oregon.  
My Commission expires 1-31-81

## MORTGAGE

USDOI No. 105A1

MANUFACTURED BY THE FORTRESS CO., PORTLAND, OREG.

86012

~~STATISTICS OF APPENDICITIS~~

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County of ~~St. Lawrence~~.

I certify that the within instrument was received for record on the 2 day of Sept., 1978, at 3:40 o'clock P.M., and recorded in book 5 on page 694, or its file-stamp number

Record of Mortgages of said County.  
Witness my hand and seal of

County affixed.  
.....  
By John T. Taylor Deputy.