87322

BOOK 55 PAGE 849 44-20-1840

WASHINGTON MUTUAL SAVINGS BANK

CONSUMER LOAN DIVISION
(M. H. Mortgage)

THIS SPACE RESERVED FOR RECORDER'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY Wash Title Co. of Stevenson, Wa AT 1:00 P.M. Oct 2 1978 WAS RECORDED IN BOOK 55 OF Mtg AT PAGE 849 RECORDS OF SKAMANIA COUNTY, WASH

COUNTY AUDITOR

BY [signature] DEPUTY

OCT 1978
RECEIVED
SKAMANIA COUNTY
AUDITOR
STEVENSON, WASH.

REGISTERED
INDEXED: DIR.
INDIRECT
REC.
COMPARED
MAILED

Filed for Record at Request of

SK11157
2-5-19-B-500

NAME Washington Mutual Savings Bank

ADDRESS P.O. Box 1090

CITY AND STATE Vancouver, Washington 98666

MORTGAGE

THE MORTGAGORS, **Mark A. Rogen and Margaret R. Rogen**

hereby mortgage to WASHINGTON MUTUAL SAVINGS BANK ("the mortgagee") the following described real property situated in Skamania County, State of Washington, and all interest or estate therein that the mortgagors may hereafter acquire, together with the income, rents and profits thereof on Per Attached

together with all plumbing, lighting, air conditioning and heating including oil and gas burners, apparatus and equipment now or hereafter installed in said premises including but not limited to that certain 19 78 Statler (make) mobile home, Model 28X70 Serial No. 8008 and all personal property which is now or may hereafter be attached to, located in, or used or intended to be used in connection therewith, all of which at the option of the mortgagee shall be considered either part, or not part of the realty.

This mortgage is given as security for the payment of Thirty Thousand Seven Hundred Seventy Five & No/100 DOLLARS ($ 30,775.00), with interest, according to the terms of a promissory note of even date herewith executed by the mortgagors to the order of the mortgagee and to secure any sums the mortgagee may advance or expenses it may incur hereunder or otherwise to protect or realize upon the property, including the above-described mobile home and related property, or under a security agreement of even date herewith wherein the mortgagors gave the mortgagee a security interest in said mobile home and related property.

The mortgagors covenant with the mortgagee as follows:

A. (Check applicable box below)

X That they are the owners in fee simple of all the above-described property and that the same is unencumbered,

[ ] that they are the owners of the above-described mobile home, which is unencumbered except by the above-described security agreement held by the mortgagee, and the owners in fee simple of the above-described real property, which is encumbered only by a prior mortgage or trust deed,

[ ] that they are the owners of the above-described mobile home, which is unencumbered except by the above-described security agreement held by the mortgagee, and the contract purchasers of the above-described real property which is otherwise unencumbered.

CL-322

THE FOLLOWING DESCRIBED REAL PROPERTY, LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON: TO-WIT: MAR MRR

A PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 E.W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19 A DISTANCE OF 1730 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19 A DISTANCE OF 216 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19 A DISTANCE OF 200 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 216 FEET; THENCE EAST ALONG THE SOUTH LINE OF [illegible] SAID SECTION 19 A DISTANCE OF 200 FEET

B. that the property mortgaged hereby is not used principally or primarily for agricultural or farming purposes;

C. that they will, during the continuance of this mortgage permit no waste of the premises, will pay before delinquent all lawful taxes and assessments upon the mortgaged property and upon this mortgage or upon the money or debt secured hereby, and will keep the property free and clear of all other uncumbrances impairing the mortgagee's security, and will timely comply with all the terms, covenants and conditions of the above-described security agreement, and of any prior contract, mortgage or trust deed.

Should the mortgagors fail to keep any of the foregoing covenants, or any of the covenants of the above-described security agreement, or any of the covenants of any prior contract, mortgage or trust deed, then the mortgagee may perform them, without waiving any other right or remedy given for any such breach, and all expenditures in that behalf shall be secured by this mortgage and bear interest at the rate of twelve per cent (12%) per annum and be repayable by the mortgagors on demand.

In case of default in the payment of any installment of said debt, or of a breach of any of the covenants herein contained, or contained in the above-described security agreement or contained in any prior contract, mortgage or trust deed, then the entire debt hereby secured may, at the mortgagee's option, be declared due and this mortgage may be foreclosed. Mortgagors agree that in the event of a default hereunder or under the above-described security agreement for which this mortgage might be foreclosed, the Mortgagee at its option may elect to treat the mobile home and some or all of the related property as personalty and realize thereon pursuant to the security agreement, or may elect to treat the mobile home and some or all of the related property as realty and realize thereon hereunder, or may proceed under the security agreement with respect to part of the collateral and hereunder with respect to other parts, or may proceed concurrently under both, or under any combination of the foregoing, or may exercise any other right or remedy available at law or in equity, and may enter into possession of the above-described property and take such other action as it may deem appropriate to collect the rents and profits thereof and apply same to the sum secured hereby in such order as it may elect. The parties agree that the reference herein to the mobile home shall not be determinative of whether or not it is a part of the real estate but that the mobile home may at the option of the Bank be treated and dealt with and realized upon as personal property.

If any question should arise as to whether all or part of the above described property is realty or personalty, the Bank may, at its option, treat all of said property as realty and commence an action to foreclose this mortgage whereupon all persons having or claiming interests in all or part thereof shall have all the rights provided by law for defendants in actions to foreclose real property mortgages.

The mortgagors shall pay the mortgagee a reasonable sum as attorney's fees in any suit which may be lawfully brought for the foreclosure of this mortgage and in any suit which the mortgagee, to protect the lien hereof, is obliged to prosecute or defend, and shall pay such reasonable cost of searching records and abstracting the same as may necessarily be incurred in foreclosing this mortgage or protecting the same, which sums shall be secured hereby and may be included in the decree of foreclosure. Upon bringing action to foreclose this mortgage or at any time while such proceeding is pending, the mortgagee may apply for and secure the appointment of a receiver for the mortgaged property or any part thereof, and the income, rents and profits therefrom.

DATED at Vancouver, Washington, September 29, 19 78

Mark A. Rogen

Margaret R. Rogen

STATE OF WASHINGTON)
) ss
County of Clark)

THIS IS TO CERTIFY that on this 29th day of September, 19 78, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared Mark A. Rogen and Margaret R. Rogen to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary public in and for the state of Washington,
residing at Vancouver

INSTRUMENT OF WRITING, FILED BY [illegible]
OF [illegible]
AT [illegible] 19 78
WAS RECORDED IN BOOK [illegible]
OF [illegible] AT PAGE 249
RECORDS OF SKAMANIA COUNTY, WASH
[illegible]
COUNTY AUDITOR
BY [illegible]
DEPUTY

REGISTERED
INDEXED: DIR.
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together with all plumbing, lighting, air conditioning and heating, including oil and gas burners, apparatus and equipment now or hereafter installed in said premises, including but not limited to that certain 19 78 Statler mobile home, Model 23X70 Serial No. 8008 make and all personal property which is now or may hereafter be attached to, located in or used or intended to be used in connection therewith, all of which at the option of the mortgagee shall be considered as either personalty or part of the realty.

This mortgage is given as security for the payment of Thirty Thousand Seven Hundred Seventy Five & No/100 DOLLARS ($ 30,775.00) with interest according to the terms of a promissory note of even date herewith executed by the mortgagors to the order of the mortgagee and to secure any sums the mortgagee may advance or expenses it may incur hereunder or otherwise to protect or realize upon the property, including the above-described mobile home and related property, or under a security agreement of even date herewith wherein the mortgagors gave the mortgagee a security interest in said mobile home and related property.

The mortgagors covenant with the mortgagee as follows

A (Check applicable box below)

X That they are the owners in fee simple of all the above-described property and that the same is unencumbered,

that they are the owners of the above-described mobile home, which is unencumbered except by the above-described security agreement held by the mortgagee, and the owners in fee simple of the above-described real property, which is encumbered only by a prior mortgage or trust deed,

that they are the owners of the above-described mobile home, which is unencumbered except by the above-described security agreement held by the mortgagee, and the contract purchasers of the above-described real property which is otherwise unencumbered.

CL-322

THE FOLLOWING DESCRIBED REAL PROPERTY, LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON: TO-WIT:

A PORTION OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 E.W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19 A DISTANCE OF 1730 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH PARALLEL TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19 A DISTANCE OF 216 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19 A DISTANCE OF 200 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 216 FEET; THENCE EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19 A DISTANCE OF 200 FEET TO THE TRUE POINT OF BEGINNING.

MAR
MRR

B. that the property mortgaged hereby is not used principally or primarily for agricultural or farming purposes,

C. that they will, during the continuance of this mortgage permit no waste of the premises, will pay before delinquent all lawful taxes and assessments upon the mortgaged property and upon this mortgage or upon the money or debt secured hereby, and will keep the property free and clear of all other encumbrances impairing the mortgagee's security, and will timely comply with all the terms, covenants and conditions of the above-described security agreement, and/or any prior contract, mortgage or trust deed.

Should the mortgagors fail to keep any of the foregoing covenants, or any of the covenants of the above-described security agreement, or any of the covenants of any prior contract, mortgage or trust deed, then the mortgagee may perform them, without waiving any other right or remedy given for any such breach; and all expenditures in that behalf shall be secured by this mortgage and bear interest at the rate of twelve per cent (12%) per annum and be repayable by the mortgagors on demand.

In case of default in the payment of any installment of said debt, or of a breach of any of the covenants herein contained, or contained in the above-described security agreement or contained in any prior contract, mortgage or trust deed, then the entire debt hereby secured may, at the mortgagee's option, be declared due and this mortgage may be foreclosed. Mortgagors agree that in the event of a default hereunder or under the above-described security agreement for which this mortgage might be foreclosed, the Mortgagee at its option may elect to treat the mobile home and some or all of the related property as personalty and realize thereon pursuant to the security agreement, or may elect to treat the mobile home and some or all of the related property as realty and realize thereon hereunder, or may proceed under the security agreement with respect to part of the [illegible] and hereunder with respect to other parts, or may proceed concurrently under both, or under any combination of the foregoing; or may exercise any other right or remedy available at law or in equity, and may enter into possession of the above-described property and take such other action as it may deem appropriate to collect the rents and profits thereof and apply same to the [illegible] secured hereby or hereunder as it may elect. The parties agree that the reference herein to the mobile home shall not be construed [illegible] a part of the real estate but that the mobile home may at the option of the Bank be [illegible] as personal property.

If any question should arise as to whether [illegible] or part of the above-described property is [illegible] or personalty, the Bank may, at its option, treat all of said property as realty and commence [illegible] mortgage whereupon all persons having or claiming interests in all or part thereof shall have all [illegible] foreclosure of real property mortgages.

The mortgagors shall pay the mortgagee a reasonable [illegible] any suit that may be lawfully brought for the foreclosure of this mortgage and in any suit which the mortgagee, to collect the [illegible] is obliged to prosecute or defend, and shall pay such reasonable cost of searching records and [illegible] the same as may necessarily be incurred in foreclosing this mortgage or protecting the same, which sums shall be secured hereby and may be included in the decree of foreclosure. Upon bringing action to foreclose this mortgage or at any time while such proceeding is pending, the mortgagee may [illegible] and secure the appointment of a receiver for the mortgaged property or any part thereof, and the income, rents and profits thereof.

DATED at Vancouver, Washington, September 19, 78.

[signature]

Mark A. Rogen

[signature]

Margaret R. Rogen

STATE OF WASHINGTON }
} ss
County of Clark }

THIS IS TO CERTIFY that on this 29th day of September, 19 78, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared Mark A. Rogen and Margaret R. Rogen to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

[signature]

Notary public in and for the state of Washington,
residing at Vancouver