



**WASHINGTON
MUTUAL
SAVINGS BANK**

**CONSUMER LOAN DIVISION
(M. H. Mortgage)**

Filed for Record at Request of

NAME **WASHINGTON MUTUAL SAVINGS BANK**
ADDRESS **1201 Main Street**
CITY AND STATE **Vancouver, Wa.**

REG. STAMP
RECEIVED BY
MAILING DATE
REG'D. NO.
OUTSTANDING
MAILED

EX-100-1991 PAGE 915

THIS SPACE RESERVED FOR RECORDER'S USE

LAW OFFICES OF SKAMANIA

I HEREBY CERTIFY THAT THE WRITING

INSTRUMENT IS GENUINE AND NOT FAKE
Mark Michael Fitch

ORIGINALLY MADE AT VANCUVER,
ATLANTA, GA, ON 11-23-1983

CASE NUMBER 100-1991

BY *Bettye M. Fitch*

RECORDED IN THE RECORDS OF THE CLERK OF THE COURT, VANCUVER, WA.

Mark Michael Fitch

Mark Michael Fitch

MORTGAGE

THE MORTGAGORS, ** BETTYE M. FITCH AND MICHAEL K. FITCH ***

hereby mortgage to WASHINGTON MUTUAL SAVINGS BANK, the mortgagors, 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 rights, rents, and profits therefrom. See Attached.

The following described property located in the State of Washington, County of Skamania:

The North half of the West half of the Southeast quarter of the Northeast quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over and across the East sixty (60) feet of the South half of the West half of the Southeast quarter of the Northeast quarter of Section 19, Township 2 North, Range 5 East of the Willamette Meridian.

Also, all personal property now owned, being the heating (including oil and gas burners), apparatus and equipment now or hereafter owned and operated, including but not limited to that hereinabove described, Golden West mobile home, make 24 x 56, Serial No. 00374, and all personal property which is now or may hereafter be attached to, connected to, or otherwise intended to be used in connection therewith, all of which at the option of the mortgagors shall be considered a part of the property or part of the realty.

This mortgage is given as security for the payment of DOLLARS AND NO/100--
\$ 16,749.00 with interest according to the terms of a promissory note of even date herewith executed by the mortgagors to the holder of the mortgage and to secure any sum the mortgagors may advance or expend it may, hereunder or otherwise, in payment or reduction upon the property, including the above described mobile home and related property, or under a security agreement of even date herewith, whenever the mortgagors give the mortgagors a security interest in said mobile home and related property.

The mortgagors covenant with the mortgagors as follows:

A. Check applicable box below.

- 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 mortgagor, 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 mortgagor, and the contract purchasers of the above described real property which is otherwise unencumbered.

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 on 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 impeding the mortgagee's security, and will timely comply with all the terms, covenants and conditions of the above described security agreement, and all 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 mortgagors may forfeit to them, without serving any other right or remedy given for any such breach, all all expenditures in that behalf which shall be caused by the same, and also interest at the rate of twelve percent (12%) per annum and be repayable by the mortgagors on demand.

In case of default in the payment of any instalment 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 said debt hereby secured may, at the mortgagee's option, be declared due and this mortgage may be foreclosed. Mortgagor agrees that in the event of a default hereunder or under the above-described security agreement for which this mortgage is given, the Mortgagee at its option may elect to treat the mobile home and lot or all or the several property as a single item of property pursuant to the security agreement, or may elect to treat the mobile home and some or all of the several property separately thereon hereunder, or may proceed under the security agreement with respect to part or all of the several property or to the other parts, or may proceed to commence under both or under any combination of the foregoing methods of proceeding, and may apply to the court for a decree of sale or for any other remedy available at law or in equity and may enter into possession of the above-described property and collect the same as may seem appropriate to collect the rents and profits thereof and apply same to any sum due by the mortgagors to the mortgagee. The parties agree that the evidence necessary to the sale of the mobile home and lot or the other property or the entire estate but that the mobile home may, at the option of the Mortgagee be treated as a single item of property and sold as such.

If any question arises as to whether or not the above described security agreement is valid, or if any question arises as to the action taken or not on any property or jointly and severally liable for any debt or claim arising out of or in connection with the above described security agreement, the parties hereto agree to submit the same to arbitration by three persons, one to be appointed by each party, and the third to be appointed by the two arbitrators so appointed.

The mortgagors shall pay the cost of any legal proceedings, including attorney's fees, incurred by the mortgagee in the enforcement of this instrument, and in any suit or action to foreclose the same, or in any suit or action to collect the principal sum or interest or any amount due hereunder, or in any suit or action to collect the amount of any deficiency judgment, or in any suit or action to collect the amount of a receiver, for a non-sufficient deposit, or for any other purpose.

DATED at VAncover

October 20,

Bettye H. Fitch

Michael E. Fitch

STATE OF WASHINGTON

County of Clark

JAMES T. COFFEE Notary Public
20th day of October 1978 before me, the undersigned, a Notary public in and for the state of Washington, duly commissioned and qualified, did appear,
BETTYE H. FITCH **MICHAEL E. FITCH**

doth know to be the individuals described in and for whom executed the above instrument, and acknowledged to me that they signed the same by their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year on this certificate hereabove written:

[Signature]
Notary public in and for the state of Washington
residing at Vancouver