

2-5 26-1902

# MORTGAGE

4-11213

The Mortgages, **KENNETH E. KLAAS and MARIA E. KLAAS, husband and wife**  
of Washougal, WA 98671

Hereby mortgage to Riverview Savings Association, a Washington corporation, the following described real property situated in **Skamania** County, State of Washington,  
to-wit:

The West half of the Southeast quarter of the Southwest quarter of the Southwest quarter and the East 132 feet of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 20, Township 2 North, Range 5 E.W.M.

Also known as lot 3 of Barry R. Lutz and Rosanna L. Lutz, Short Plat, recorded April 22, 1977, under Auditor's File No. 83917, in Book "A" of Short Plats, page 71, records of Skamania County, Washington.

SUBJECT TO easements and restrictions of record.



and all interest or estate therein that the Mortgages may hereafter acquire, together with the appliances and all awnings, window shades, screens, mantles and all furnishing, heating, lighting, 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 mirrors, ovens, cooking ranges, refrigerators, dishwashers and cupboards, cabinets and all trees, gardens and shrubbery, and other like things and matters, and other fixtures, together now or here after belonging to or used in the enjoyment of said property, all of which shall be considered a part of the realty, the within described mortgaged property is not used principally for agricultural or farming purposes.

All to secure the payment of the sum of **TEY THOUSAND AND NO/100**

**10,000.00** Dollars.

with interest thereon and payable in monthly installments of **117.75** such month beginning on the **10th** day of **November** 1978 and payable on the **10** day of each month thereafter, according to the terms and conditions of our certain promissory note bearing even date herewith.

The Mortgage lien shall continue in force and exist as security for any and all other advances which may hereafter be made by the Mortgagee to the Mortgages and shall continue in force and exist as security for any debt now owing, or hereafter to become owing, by the Mortgages to the Mortgagee.

This mortgage shall continue in force and exist as security for any and all other advances which may hereafter be made by the Mortgagee to the Mortgages, and shall continue in force and exist as security for any debt now owing, or hereafter to become owing, by the Mortgages to the Mortgagee.

This mortgage is subordinate to a prior mortgage dated **9/30/77** **RIVERVIEW SAVINGS** to secure the payment of **\$31,200.00** and prior mortgages recorded in the office of the Auditor of **Skamania** County under Auditor's File Number: **84995**

Mortgages do warrant and warrant that the present unpaid balance on and past due on all indebtedness at this time is **\$31,200.00** and that said past due on and is not in default or not in arrears. The unpaid mortgage on such on this date is **\$31,200.00** and the interest on the debt secured by the present mortgage is in default on and on the conditions of our agreement of this date mortgage are to be the debt on and interest of the debt secured by the present mortgage shall be the debt on and interest of the debt secured by the present mortgage may be foreclosed and in case the Mortgagee to the Mortgages and accept it upon the same terms and agree with the Mortgagee as follows:

That the Mortgagee have a valid, unencumbered title to the property and premises, and will warrant and forever defend the same against the lawful claims and demands of all persons whatsoever.

That the Mortgagee, and during the continuance of this mortgage, accept or waive or stay of the mortgage premises and will keep the buildings and apparatus, fixtures and contents in good and safe repair.

That if the Mortgagee fail to pay, and premises as set forth according to all terms, should the Mortgagee fail to pay an installment of principal or interest provided for in said note, or any sum due under the mortgage, or breach of any covenant or agreement herein contained, then the entire debt secured by this mortgage shall, at the election of the Mortgagee, be immediately due and payable. Should the Mortgagee fail to pay any sum which they are required to pay, the Mortgagee may, without notice of any kind, foreclose on 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 Mortgagee and shall be secured by this mortgage. Any payments made by the Mortgagee upon the indebtedness secured by this mortgage may be applied to the Mortgagee may elect either upon the amount which may be due upon said promissory note or upon any amount which may be due under the conditions of this mortgage.

That the Mortgagee will keep all buildings, fixtures, continuously insured against loss or damage by fire and such other hazards as the Mortgagee may specify in the event of the fire, insurable against in some responsible insurance company or companies satisfactory to the Mortgagee and for the protection of the latter, and that the Mortgagee will have all insurance policies or copies in certificate, however, to be suitable endorsed and delivered to the Mortgagee together with receipts showing payment of all premiums due thereon, and that the Mortgagee will keep an insurance on and building other than as stated herein. That it shall be optional with the Mortgagee 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 cancel and cause to be canceled any policy which may be issued or accepted and to place the insurance or cause the policies to be written, all at the cost, charge and expense of the Mortgagee, but in no event shall the Mortgagee be held responsible for failure to have any insurance written or for any loss or damage payable 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 Mortgagee is authorized to compromise and settle any claims for insurance, and to accept therefor on behalf both of the Mortgagee and their assigns and the Mortgagee. All such insurance shall contain a list of replacement cost.

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 premiums 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 November 1, A. D. 1978

*Kenneth E. Klaas*  
Kenneth E. Klaas

*Maria E. Klaas*  
Maria E. Klaas

STATE OF WASHINGTON,  
County of Clark

On this day personally appeared before me KENNETH E. KLAAS AND MARIA E. KLAAS, husband and wife, to me known to be the individuals 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 1st day of November, A. D. 1978

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

REGISTERED
INDEXED
FILED
CLERK
NOV 2 1978
CAMAS, WASH.

**MORTGAGE**

Loan No. 17-00044

FROM  
KENNETH E. KLAAS  
and  
MARIA E. KLAAS

TO  
Riverview Savings Association  
Camas, Washington

STATE OF WASHINGTON  
COUNTY OF SCAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY *Kenneth E. Klaas* to *Maria E. Klaas* on *Nov 2 1978* WAS RECORDED IN BOOK *55* PAGE *999* OF SCAMANIA COUNTY, WASH. *K. E. Klaas* COUNTY CLERK

Mail To  
Riverview Savings Association  
Camas, Washington