

2-5 20-190 2

## MORTGAGE

9-11213

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 appurtenances and all awnings, window shades, screens, curtains, and all plumbing, heating, cooling, venting, elevating and watering apparatus, furnace and heating systems, water heaters, burners, fuel storage bins and tanks and irrigation systems and all built-in stoves, ovens, cooking ranges, refrigerators, dishwashers and dishboards, 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 as 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 TEN THOUSAND AND NO/100

10,000.00 Dollars.

with interest thereon and payable in monthly installments of \$ 1,577.75 each 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 one certain promissory note bearing even date herewith.

This 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 to the Mortgagee to the Mortgages.

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This mortgage is subordinate to a prior mortgage dated 9/30/77 RIVERVIEW SAVINGS to secure the payment of \$1,200.00 and prior mortgage liens recorded in the office of the Auditor of Skamania County under Auditor's File Number 84995.

Mortgages represent and warrants that the present value of home or real property, as does not at this time exceed \$1,200.00 and that said present value is not in default in any respect. The present mortgage is made on the basis of the condition that within the term of the debt secured by the present mortgage is in default in any or the conditions or covenants of the said mortgage are broken, the whole sum of principal and interest of the debt secured by this present mortgage shall at the option of the mortgagee become a demand debt and the said mortgage may be foreclosed and in case.

The Mortgages hereby authorize and agree that if more than one county is involved with the Mortgages as follows:

That the Mortgages 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 Mortgages will, during the continuance of this mortgage, protect or waste or stop of the mortgage premises and will keep the buildings and appurtenances in good and proper state of repair.

That the Mortgages will pay, and promise to pay according to its terms, should the Mortgages fail to pay any installment of principal or interest provided for in and under, or any other due under this 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, become immediately due and payable. Should the Mortgages fail to pay any sum which they are required to pay, the Mortgagee may, without notice of any kind, make demand for 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 Mortgages upon the indebtedness secured by this mortgage may be applied to the Mortgage may also 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 Mortgages will keep all buildings, fixtures, continuously insured against fire and such other hazards as the Mortgages may specify to the extent of the full insurable value in some responsible insurance company or companies satisfactory to the Mortgages and for the protection of the latter, and that the Mortgages will cause all insurance policies or copies of certificates thereof to be suitably endorsed and delivered to the Mortgagee together with receipts showing payment of all premiums due thereon, and that the Mortgages will keep an insurance policy 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 name other and cause to be inserted any policy which may be needed or accepted and to place the insurance or cause the policies to be written, all at the cost, charge and expense of the Mortgages, but in no event shall the Mortgagee be held responsible for failure to have any insurance written or for any loss or damage growing 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 Mortgages and their assigns and the Mortgagee. All such insurance shall contain a cost of replacement endorsement.



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

ss.

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.

RECORDED	INDEXED
FILED	FILED
FILED	FILED
FILED	FILED
FILED	FILED

# MORTGAGE

Loan No. 17-00044

FROM  
KENNETH E. KLAAS  
and  
MARIA E. KLAAS

TO

Riverview Savings Association  
Camas, Washington

STATE OF WASHINGTON }  
COUNTY OF CLATSOP

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

CLATSOP COUNTY CLERK

ON NOVEMBER 2, 1978

AT 2:15 P.M. CLATSOP COUNTY, OREGON

AS RECORDED IN BOOK 55

AT 5:45 P.M. 1978

BY P. J. Todd

COUNTY CLERK

Mail To

Riverview Savings Association  
Camas, Washington