88843

SK 11554
2-7-1-A-100

MORTGAGE

The Mortgagors, ROBERT K. LEICK and CLAUDIA J. LEICK, husband and wife

of Stevenson, WA 98648

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

A tract of land located in the Henry Shepard D. L. C. and in Government Lot 9 of Section 1, Township 2 North, Range 7 E. W. M., described as follows:

BEGINNING at the Northeast corner of Government Lot 9 of the said Section 1, said point being located on the West line of the Shepard D. L. C. aforesaid; thence East to a point 3 feet East of said West line; thence South parallel to the West line of the Shepard D. L. C. 215 feet, more or less, to the South line of a tract of land conveyed by Louis M. Joseph, et ux., to Jack M. Schmidt, et ux., by deed dated November 18, 1970, and recorded at page 443 of book 62 of deeds, records of Skamania County, Washington; thence South 72°22'48" West 3 feet, more or less, to the West line of the Shepard D. L. C.; thence North along said West line to a point 209 feet South of the point of beginning; thence West 104.5 feet; thence North 209 feet to the North line of the said Section 1; thence East 104.5 feet to the point of beginning;

TOGETHER WITH AN EASEMENT and right of way for an existing sewer line connecting with the main along Russell Street;

EXCEPT easements and rights of way for the public street known and designated as Vancouver Avenue.

SUBJECT TO easements and restrictions of record.

and all interest or estate therein that the mortgagors may hereafter acquire, together with the appurtenances and all awnings, window shades, screens, mantles, and all plumbing, lighting, heating, 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 and cabinets, and all trees, gardens and shrubbery, and other like things and matters, and other fixtures whether now or hereafter belonging to or used in the enjoyment of said property, all of which shall be construed as 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 TEN THOUSAND AND 00/100 -- ($ 10,000.00 --) Dollars, with interest thereon, and payable in monthly installments of $ 138.00 each, month beginning on the 15th day of July, 19 79, and payable on the 15th 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 Mortgagor, and shall continue in force and exist as security for any debt now owing, or hereafter to become owing, by the Mortgagor to the Mortgagee.

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 Mortgagor, and shall continue in force and exist as security for any debt now owing, or hereafter to become owing, by the Mortgagor to the Mortgagee.

This mortgage is subordinate to a prior mortgage dated 8-13-72 to RIVERVIEW SAVINGS to secure the payment of $ 37,000.00 said prior mortgage being recorded in the office of the Auditor of Skamania County under Auditor's File Number 74996

Mortgagor represents and warrants that the present unpaid balance on said prior mortgage does not at this time exceed $ 37,000.00 and that said prior mortgage is not in default in any respect. This second mortgage is made on the express condition that if either the principal or the interest of the debt secured by the prior mortgage is in default, or any of the conditions or covenants of the prior mortgage are broken, the whole sum of principal and interest of the debt secured by this second mortgage shall, at the option of mortgagee, become immediately due and payable and this mortgage may be foreclosed at once.

The Mortgagors hereby (jointly and severally if more than one) covenant and agree with the Mortgagee as follows:

That the Mortgagors have a valid, unincumbered title in fee simple to said premises, and will warrant and forever defend the same against the lawful claims and demands of all person whomsoever.

That the Mortgagors will during the continuance of this mortgage, permit no waste or strip of the mortgage premises and will keep the buildings and appurtenances on said property in good state of repair.

That the Mortgagors will pay said promissory note according to its terms. Should the Mortgagors fail to pay any installment of principal or interest provided for in said note, or any sum 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 Mortgagors fail to pay any sum which they are required to pay, the Mortgagee may, without waiver of any remedy hereunder 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 Mortgagors upon the indebtedness secured by this mortgage may be applied as 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 provisions of this mortgage.

That the Mortgagors will keep all buildings thereon continuously insured against loss or damage by fire and such other hazards as the Mortgagee may specify to the extent of the full insurable value, in some responsible insurance company or companies satisfactory to the Mortgagee and for the protection of the latter, and that the Mortgagors will cause all insurance policies or copies or certificates thereof to be suitably endorsed and delivered to the Mortgagee, together with receipts showing payment of all premiums due therefor, and that the Mortgagors will keep no insurance on said 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 surrender and cause to be cancelled any policy which may be received or accepted and to place the insurance or cause the policies to be written, all at the cost, charge and expense of the Mortgagors; 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 receipt therefor on behalf both of the Mortgagors 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~~ Skamania, Washington June 25, A. D. 1979

Robert K. Leick

Claudia J. Leick

STATE OF WASHINGTON,
County of Clark } ss.

On this day personally appeared before me ROBERT K. LEICK and CLAUDIA J. LEICK, 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 25th day of June, A. D. 1979

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

88843

MORTGAGE

Loan No. 1700065

FROM
ROBERT K. LEICK
and
CLAUDIA J. LEICK

TO

Riverview Savings Association
Camas, Washington

STATE OF WASHINGTON } SS.
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY Sk Co Title Co of Stevenson Wa AT 1:15 P M 6-25 1979 WAS RECORDED IN BOOK 56 OF Mtg AT PAGE 485 RECORDS OF SKAMANIA COUNTY, WASH.
COUNTY AUDITOR
DEPUTY

Mail To
Riverview Savings Association
Camas, Washington

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED
COMPARED
MAILED