38846

WASHINGTON MUTUAL SAVINGS BANK

MORTGAGE

BOOK 56 PAGE 488

LOAN NUMBER 46-20-2568

NAME(S) BESSIE L. JARRELL

BORROWER'S STREET ADDRESS Box 146, Carson, Washington 98610

FILED FOR RECORD AT REQUEST OF:

WASHINGTON MUTUAL SAVINGS BANK

STREET ADDRESS P. O. Box 1090

CITY, STATE, ZIP Vancouver, Washington 98666

REGISTERED
INDEXED: DIRECT
INDIRECT
RECORDED
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY Stevens Lytzell OF Stevenson, Wa AT 4:20 P.M. June 25 1979 WAS RECORDED IN BOOK 56 OF Mtg AT PAGE 488 RECORDS OF SKAMANIA COUNTY, WASH

BY Todd COUNTY AUDITOR

BY Wachita

Bessie L. Jarrell

("Mortgagor") hereby mortgages to WASHINGTON MUTUAL SAVINGS BANK, ("Bank"), the real property in Skamania County, Washington, described below, and all interest in it Mortgagor ever gets:

Lot 3 of WELLS HOME SITES according to the official plat thereof on file, and of record at page 102 of Book A of Plats, records of Skamania County, Washington

JUN 1979

Unofficial Copy

together with all income, rents and profits from it, all plumbing, lighting, air conditioning and heating apparatus and equipment, and all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, and any mobile home and all its attachments or accessories, at any time installed on or in or used in connection with such real property all of which at the option of Bank may be considered to be either personal property or to be part of the real estate.

All of the property described above will be called the "Property." If any of the Property is subject to the Uniform Commercial Code, this mortgage is also a Security Agreement which grants Bank, as secured party, a security interest in all such property.

The Property includes a mobile home, Model 1977 Hillcrest 24 x 64 Serial No. (Make) #02910423K

1. SECURITY. This Mortgage is given to secure the payment of Twenty Five Thousand Four Hundred Fifty One and No/100 Dollars ($ 25,451.00) (called the "Loan") with interest as provided in the note which evidences the Loan. It also secures payment of certain fees and costs of Bank as provided in Section 6 of this mortgage, and

"mortgage" is a legal term which means to give to someone, in this case the Bank, a "lien" or "preferred right" to recover money you owe them and do not pay by selling the property you have "mortgaged." The "Mortgage" is the document which is evidence of this right, and the "Mortgagor" is the person or persons who give the right to the Bank and who sign the "Mortgage"

repayment of money advanced by Bank under Section 4 or otherwise to protect the Property or the Bank's interest in the Property. All of this money is called the "Debt".

2. **REPRESENTATIONS OF MORTGAGOR.** Mortgagor represents:

(a) S/He is the owner or contract purchaser of the Property, which is unencumbered except by: easements, reservations, and restrictions of record not inconsistent with the intended use of the Property, and an existing mortgage or deed of trust given in good faith and for value, the existence of which has been disclosed to the Bank; and

(b) The Property is not used principally for agricultural or farming purposes.

3. **PROMISES OF MORTGAGOR.** Mortgagor promises:

(a) To keep the Property in good repair, not to move, alter or demolish any of the improvements on the Property without Bank's written consent; and not to sell or transfer the Property or any interest in the Property without either paying off the Loan or getting the Bank's written consent. In deciding whether or not to consent to any sale or transfer, Bank may apply the same standards with respect to the qualifications of the prospective buyers as it would then apply to persons asking for a new loan. As a condition to its consent Bank may require that the person to whom the Property is to be sold or transferred assume the Debt on such terms as Bank might then require in connection with a new loan, such as credit reports and financial statements from prospective buyers; evidence of the location of the Property and payment of all recording costs and fees in connection with the transfer;

(b) To allow representatives of the Bank to inspect the Property at any reasonable hour; and to comply promptly with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;

(c) To pay on time all lawful taxes and assessments on the Property and on this Mortgage (or on the Debt) when they become due; to keep the Property free of all liens having priority over or equal to the interest of the Bank under this Mortgage, except for those liens specifically agreed to in writing by the Bank, and except for the lien of taxes and assessments not yet due, and except for any prior mortgage or deed of trust shown in the Bank's title insurance policy; and to pay or satisfy all obligations secured by any mortgage or deed of trust which has priority over this Mortgage;

(d) To perform on time all terms, covenants and conditions of any prior contract, mortgage or deed of trust affecting the Property or any part of it;

(e) To see to it that this Mortgage remains a valid lien on the Property subject to the liens permitted by the Bank, and to keep the Property free of all encumbrances which may impair Bank's security. It is agreed that the existence of any encumbrance other than those described in Section 2(a) over this Mortgage in any subordinate mortgage, deed of trust or other document shall not be a violation of this Mortgage for purposes of this Section 3(e); and

(f) To keep the improvements insured by a company acceptable to Bank against loss by fire, vandalism and such other risks as Bank may reasonably require, in the greater of the amount sufficient to pay the Debt in full or the insurable value as determined by Mortgagee's insurer, or in a lesser amount to which Bank may agree in writing. All insurance policies and renewals shall be acceptable to Bank and shall include a standard mortgagee clause in favor of Bank. Bank shall have the right to hold the policies and renewals. If Bank requires, Mortgagor shall promptly give to Bank all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give prompt notice to the insurance carrier and Bank. Bank may make proof of loss if not made promptly by Mortgagor. Unless Bank and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Bank's security is not lessened. During such repair and restoration period, Bank shall have the right to hold the insurance proceeds until Bank has had an opportunity to inspect such repairs as may be necessary. Bank may disburse proceeds for repairs and restoration in a single payment or in a series of progress payments as the work is completed. If Mortgagor is not in default, any proceeds remaining after payment of all costs of repair or restoration shall be paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Bank that the insurance carrier has offered to settle a claim, then Bank may collect the proceeds. Bank may use the proceeds to repay the Debt or to pay for repair or restoration of the Property. If the Property is acquired by Bank, all right, title and interest of Mortgagor in and to any insurance policies and unearned premiums and in and to proceeds resulting from damage to the Property prior to the acquisition shall pass to Bank to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

4. **CURING OF DEFAULTS.** If Mortgagor fails to perform any of the covenants or agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Bank at Bank's option may make such appearances, disburse such sums and take such action as Bank deems necessary, in its sole discretion, to protect Bank's interest. Bank's actions may include, but are not limited to: paying any sums secured by a lien which has priority over this Mortgage; appearing in court; paying reasonable attorneys' fees; entering the Property to make repairs or secure it; or obtaining insurance to protect Bank's interest in the Property. Any amounts disbursed by Bank pursuant to this Section 4, with interest thereon, become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Bank agree to other terms of payment, these amounts shall be payable upon notice from Bank to Mortgagor requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this Section 4 shall require Bank to incur any expense or take any action hereunder. Bank may take action under this Section 4 from time to time, and all actions hereunder shall be cumulative and in addition to any other rights or remedies reserved to Bank elsewhere in this Mortgage or otherwise afforded by applicable law.

5. **DEFAULT; SALE.** Mortgagor will be in default under this Mortgage if any of the following occurs: (a) any of the Debt is not paid when due; or (b) if there is a breach of any of the covenants, agreements, representations or warranties of Mortgagor contained in this Mortgage or in any other document executed in connection with the Debt; or (c) if Mortgagor fails to perform any of the covenants and agreements contained in any prior mortgage or deed of trust affecting the Property; or (d) if any action or proceeding is commenced which materially affects Bank's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent; or (e) if Mortgagor abandons the Property; or (f) if Mortgagor fails to transfer title to the Property to a successor in interest with Bank's prior written consent as required by Section 3(a) of this Mortgage. At Bank's option, all of the Debt shall become immediately due and payable without any prior notice to Mortgagor (except as required by law) upon the occurrence of a default or thereafter. Bank shall have the right to foreclose by judicial proceeding and to have a receiver appointed to take possession of any of the Property and to collect the rents and profits thereof. Proceeds from any sale of the Property following judicial or nonjudicial foreclosure, to the extent they are sufficient, will be applied in the following order: (a) to all reasonable costs and expenses of the sale, including but not limited to reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled to it.

6. **FEES AND COSTS.** Mortgagor shall pay to Bank a reasonable attorneys' fee and all other costs and expenses which Bank reasonably incurs in collecting the Debt or enforcing its rights under this Mortgage, whether or not any court action is involved. Reasonable attorneys' fees shall include, but not be limited to, attorneys' fees on any appeal, and attorneys' fees incurred in any bankruptcy proceeding (including, but not limited to, proceedings to modify or vacate the automatic stay). Costs and expenses include, but are not limited to, costs of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, to the extent permitted by applicable law. Mortgagor will pay any recording or stamp taxes that are now or hereafter required by law to be paid with respect to the Debt, this Mortgage or the Property.

7. **MISCELLANEOUS.** This Mortgage shall benefit and bind the heirs, personal representatives, successors, assignees and assigns of the parties, except that neither party may assign or transfer its rights or obligations under this Mortgage without the prior written consent of the other party. As used in this Mortgage, the singular shall include the plural and the plural shall include the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the provisions of this Mortgage. If any provision of this Mortgage is determined to be invalid or unenforceable, that fact shall not affect the remaining provisions of this Mortgage, but this Mortgage shall be construed as if not containing the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

DATED AT Vancouver, WASHINGTON ON June 25, 19 79

Bessie L. Jarrell
BESSIE L. JARRELL

STATE OF WASHINGTON)
) SS.
COUNTY OF SKAMANIA)

On this day personally appeared before me BESSIE L. JARRELL xxx
to me known to be the individual 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.

WITNESS my hand and official seal this 25th day of June, 19 79

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

Unofficial Copy