88846

WASHINGTON MUTUAL SAVINGS BANK **MORTGAGE**

BOOK 56 PAGE 488

LOAN NUMBER 44-20-2568

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: DIR.
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 Steve Lytsell 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

G. O. Todd
COUNTY AUDITOR

BY M. Wachter

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

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 1977 Hillcrest 24 x 64 mobile home, Model 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 the parties to provide to it such things as it might then require in connection with a new loan, such as credit reports and financial statements from the prospective buyers, evidence of the location of the Property and payment of all reasonable costs and fees in connection with the [illegible]

(b) To allow representatives of the Bank to inspect the Property at any reasonable hour, and to comply 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 [illegible] under any prior contract, mortgage, or deed of trust covering the Property or any part of it.

(d) To perform on time all terms, covenants and conditions of any prior contract, mortgage or deed [illegible] the Property or any part of it.

(e) To see to it that this Mortgage remains a valid lien on the Property superior to [illegible] keep the Property free of all encumbrances which may impair Bank's security. It is agreed [illegible] (other than those described in Section 2(a)) over this Mortgage in any [illegible] Mortgage for purposes of this Section 3(e); and

(f) To keep the improvements insured by a company [illegible] other risks as Bank may reasonably require, in the greater of [illegible] determined by Mortgagor's insurer, or in a lesser amount [illegible] policies to be endorsed to show the interest of and to be delivered to [illegible]

4. CURING OF DEFAULTS. If Mortgagor fails to comply [illegible] tract, mortgage or deed of trust, Bank may take any action [illegible] it may have for Mortgagor's failure to comply. Repayment [illegible] Mortgage, and the amount spent shall bear interest at the rate [illegible]

5. DEFAULTS—SALE. Prompt performance under this Mortgage is essential. If Mortgagor [illegible] or if there is a breach of any of the covenants of this Mortgage [illegible] repayment is secured by this Mortgage [illegible] lawsuit to foreclose this Mortgage [illegible] the rents and profits from the Property [illegible] the money it collects against any debt [illegible] Mortgage. Bank shall have the right to seek appointment of a receiver [illegible]

6. FEES AND COSTS. Mortgagor shall pay Bank's reasonable [illegible] reasonable lawyers' fees, in both trial and appellate courts, in any lawsuit [illegible] ceedings which Bank is obliged to prosecute or defend to protect the lien of this Mortgage [illegible] Debt. Includes [illegible] Property under the Uniform Commercial Code.

7. MISCELLANEOUS. This Mortgage shall benefit and obligate the heirs, devisees, legatees, administrators, executors, successors, and assigns of the parties hereto. The words used in this Mortgage [illegible] have signed this Mortgage or become responsible for doing the things the Mortgage requires. If any provision of this Mortgage is determined to be invalid under law, that fact shall not invalidate any other provision of this Mortgage, but the 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 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.

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

[signature]

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