

WASHINGTON MUTUAL  
SAVINGS BANK

## MORTGAGE

LOAN  
NUMBER

NAME: Gary L. Hamilton and Daniel J. Hamilton

BORROWER'S STREET ADDRESS:

1514 CANNON, Bellingham 98226

88856

FILED FOR RECORD AT REQUEST OF:

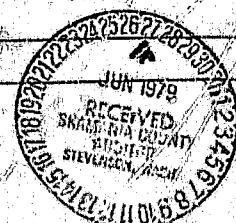
WASHINGTON MUTUAL SAVINGS BANK

STREET ADDRESS:

1201 Main Street

CITY, STATE, ZIP:

Vancouver, WA 98660

SK 11551  
4-7-35-1002

REGISTERED
INDEXED: OR
SEARCHED
RECORDED
COMPARED

MAILED

THE STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WRITTEN

STATEMENT OF MORTGAGE PAYMENT

SPOUSE IS SIGNING CO

DEATH CERTIFICATE ISSUED  
AT 1100 AM ON JUNE 27, 1979

WAS ISSUED IN NAME OF

OF

RECORDED IN THE COUNTY, WASH.

SHERIFF, CLERK, OR  
COUNTY ATTORNEY

B. Patrick

GARY L. HAMILTON AND DANIEL J. HAMILTON  
WASHINGTON MUTUAL SAVINGS BANK, ("Bank"), the real property in  
described below, and all interest in it Mortgagor ever gets;

("Mortgagor") hereby mortgages\* to  
Skamania County, Washington,

The Northwest Quarter of the Southwest Quarter of the Southeast Quarter  
of the Northwest Quarter of Section 35, Township 4 North, Range 7 East  
of the Willamette Meridian. (Also known as Lot 2 or Revised Hollenberry  
Short Plat, as recorded Feb. 6, 1978, in Book 2 of Short Plats at Page 2  
records of Skamania County, Washington.

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 prop-  
erty, 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 1979 Fleetwood mobile home, Model 1318" X 66"

Serial No. (Make) 2962

1. SECURITY. This Mortgage is given to secure the payment of TWENTY ONE THOUSAND THREE HUNDRED EIGHTY-THREE AND NO/100  
Dollars (\$ 21,383.00) (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 8 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 if you 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 this right to the Bank and who sign the "Mortgage".

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

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

(a) It 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 transfer;

(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 on the Mortgage or on the "Debt" including any amounts due 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 of trust covering the Property or any part of it;

(e) To see to it that this Mortgage remains a valid lien on the Property, other than liens except those described in Section 2(a), and to keep the Property free of all encumbrances which may impair Bank's security. It is agreed that if anyone else has a priority over any encumbrance other than those described in Section 2(a) over this Mortgage or any interest held by it in the Property, such interest shall impair the lien of this Mortgage for purposes of this Section 3(e); and

(f) To keep the improvements insured by a voluntary policy taken by Bank against fire and extended coverage prints, 40% replacement value, other risks as Bank may reasonably require, in the greater of the original amount of the loan or the replacement value of the improvements as determined by Mortgagor's insurer, or in a lesser amount recommended by such insurer and accepted by Bank, and to cause all insurance policies to be endorsed to allow the interest of and to be delivered to Bank.

**4. CURING OF DEFECTS.** If Mortgagor fails to comply with any of the demands in Section 3, including all the terms of any prior contract, mortgage, or deed of trust, Bank may tell him when he is to cure, supply with any such or similar sufficient waiver, any other right or remedy it may have for Mortgagor's failure to comply. Reparation is to be made by the failing known by Bank on behalf of Mortgagor and described by the Mortgage, and the amount spent shall bear interest at the rate of twelve percent per year and be paid to the Mortgagor on demand.

**5. DEFAULTS—SALE.** Prompt performance under this Mortgage is essential. If Mortgagor doesn't pay my demands of the Debt on time, or if there is a breach of any of the covenants of this Mortgage or any other document concerning the Loan, notwithstanding any other money which repayment is secured by this Mortgage shall be deducted from the said payable at the option of the Bank. If that happens, Bank may after a default to foreclose this Mortgage and may sue Bank in the Superior Court and take any other action the Bank considers appropriate to collect the rents and profits from the Property, including power of appointment of receiver of title under the Uniform Commercial Code, and may apply all the money it collects against any debt secured by this Mortgage, in any order the Bank chooses. In addition to any lawsuit to foreclose this Mortgage, Bank shall have the right to a non-judicial foreclosure of a default for the benefit of its income, rents, and profits.

**6. FEES AND COSTS.** Mortgagor shall pay Bank reasonable amounts of attorney's fees, or professional expenses as allowed by law, and reasonable lawyer's fees, in both trial and appeal of actions, in every action lawfully brought to foreclose this Mortgage, in any lawsuit or proceeding which Bank may bring to prosecute or defend to protect the lien of the Mortgage, and in any other action taken by Bank to collect the Debt, including any disposition of the 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 referring to one person shall be read to refer to more than one person if two or more have signed this Mortgage or become responsible for doing the things this 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 19

, 19 79

STATE OF WASHINGTON

W. J. Price

COUNTY OF Clark ) SS: )

C. A. Hamerton

On this day personally appeared before me

Caryl Hamilton and Daniel J. Hamilton

and who executed the within 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 19 day of

June, 19 79

Notary Public and for the state of Washington, residing at