WASHINGTON MUTUAL SAVINGS BANK

MORTGAGE

LOAN NUMBER 44-00-0117

BORROWER'S NAME: Robert M. Morson and Bertha P. Morson

BOOK 56 PAGE 538

BORROWER'S STREET ADDRESS: Mt. 6.1% Nuthatch Road Packwood, Washington 98361

86912

FILED FOR RECORD AT REQUEST OF:

WASHINGTON MUTUAL SAVINGS BANK

STREET ADDRESS: 1201 Main Street

CITY, STATE, ZIP: Vancouver, Washington 98666

REGISTERED
INDEXED: DIR.
INDIRECT
RECORDED
COMPARED
MAILED

JUL 1979
RECEIVED
SKAMANIA COUNTY
AUDITOR
STEVENSON, WASH.

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON } ss.
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING WAS FILED BY Lou Co Title Co
OF Stevenson, Wa
AT 2:30 M. July 9, 1979
AND WAS RECORDED IN BOOK 56
OF Mtg AT PAGE 538
RECORDS OF SKAMANIA COUNTY, WASH.
J P Todd
COUNTY AUDITOR
BY B Belmont

Robert M. Morson and Bertha P. Morson ("Mortgagor") hereby mortgages to WASHINGTON MUTUAL SAVINGS BANK, ("Bank"), the real property in Skamania County, Washington, described below or an interest in it Mortgagor owns or gets: Per Attached:

together with all income, rents and profits from it, all plumbing, lighting, air conditioning and heating apparatus and equipment, any 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 1979 Statler 70X24 Mobile Home mobile home, Model 70X24 Serial No. (Make) 98671

SECURITY. This Mortgage is given to secure the payment of **Thirty Five Thousand and 65/100** Dollars $ 35,065.00 (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 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 the right to the Bank and who sign the "Mortgage".

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH HALF, A DISTANCE OF 330 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING EAST ALONG SAID SOUTH LINE, A DISTANCE OF 200 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 330 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE WEST ALONG

Unofficial Copy

88912 BOOK 56 PAGE 539

repayment of money so secured 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 lawful use of the Property, and any 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 remove, demolish or substantially alter any of the improvements on the Property; to allow Bank to inspect the Property at all reasonable times; not to sell or transfer the Property or any interest in the Property without prior payment of 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 which it normally applies at the time to prospective buyers as it would then apply to persons seeking to make loans secured by real estate. Bank's decision to withhold consent to the sale or transfer of the Property shall be conclusively presumed to be reasonable if Bank determines in good faith that the prospective buyer's ability to repay the Loan or to perform all of Mortgagor's obligations under this Mortgage is impaired;

(b) To pay all taxes, assessments, liens, encumbrances, charges and rents with respect to the Property when due, and to provide Bank with evidence of payment upon request. Mortgagor may in good faith contest the validity or amount of any item listed in this paragraph 3(b) provided Mortgagor gives Bank written notice of such contest and deposits with Bank cash or a sufficient corporate surety bond or other security satisfactory to Bank in an amount sufficient to discharge the lien plus any costs, attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest Mortgagor shall defend itself and Bank and shall satisfy any adverse judgment before enforcement against the Property. Upon request of Bank, Mortgagor shall furnish to Bank advance assurances satisfactory to Bank that Mortgagor can and will pay the cost of such improvements;

(c) To keep the Property free of all liens having priority over or equal to the interest of Bank under this Mortgage, except for the lien of taxes and assessments not due, except for the encumbrances and interests disclosed to and approved by Bank in writing at the signing of this Mortgage, and except for any existing indebtedness secured by a mortgage, deed of trust or other security agreement disclosed to and approved by Bank in writing at the signing of this Mortgage;

(d) To keep all buildings now or hereafter erected on the Property continuously insured against loss by fire or hazards included within the term "extended coverage", then to the extent of the maximum amount of such insurance available with deductibles not to exceed $1,000.00, or such lesser amount as Bank may from time to time approve in writing, with loss payable to Bank. However, Mortgagor shall not be required to comply with the provisions of this paragraph 3(d) if Mortgagor has obtained all the insurance required by Bank in the preceding sentence and Mortgagor delivers to Bank, in the form and manner required by Bank, receipts evidencing the payment of all premiums required to maintain such insurance in effect until such time as the Loan is paid in full. Mortgagor shall furnish to Bank certificates of insurance or other evidence satisfactory to Bank that the insurance required by Bank is in force and effect. All insurance shall be carried with companies approved by Bank. Mortgagor hereby assigns to Bank the proceeds of any insurance policy to the extent of the Debt. Bank may apply the proceeds to the Debt regardless of whether the Debt is due. Mortgagor authorizes Bank to endorse Mortgagor's name on any draft or check issued by any insurance company in connection with a claim under any such policy. Bank may make proof of loss if Mortgagor does not do so promptly. Bank may, at its option, either require that all proceeds be used to repair or replace damaged or destroyed Property or be applied to the Debt. If Bank requires that proceeds be used to repair or replace the Property, Bank may disburse proceeds for the repairs and replacements in a manner satisfactory to Bank. Bank shall not be responsible for the control, supervision or sufficiency of the repairs or replacements or for the nature or amount of the expenses incurred in connection with them. Mortgagor shall pay for any appraisals Bank may deem necessary. Any proceeds which have not been disbursed within 180 days after their receipt and which Bank has not committed to the repair or restoration of the Property may be used to pay the Debt in any order in which Bank chooses. If Bank holds any proceeds after payment in full of the Debt, such proceeds shall be paid to Mortgagor as Mortgagor's interest may appear;

(e) To keep the Property in good condition and make all repairs that are reasonably necessary, except for reasonable wear and tear and loss by casualty or condemnation;

(f) To comply with all laws, ordinances and regulations of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, laws, ordinances and regulations relating to hazardous substances (as defined in 42 U.S.C. 9601 et seq.). Mortgagor may in good faith contest the validity or applicability of any law, ordinance or regulation by any reasonable legal proceeding which does not materially impair the value of the Property or the lien of this Mortgage. Before commencing any such contest, Mortgagor shall notify Bank of the nature of the contest and shall provide Bank with adequate assurances that Mortgagor will pay all costs and fines and will promptly take such steps as may be necessary to comply with the law should the contest be lost. Mortgagor shall notify Bank promptly of any change in the nature or status of the contest. Mortgagor shall defend itself and Bank in the contest at Mortgagor's expense;

(g) To pay all costs, expenses and attorneys' fees paid or incurred by Bank in connection with the collection of the Debt, the preparation and execution of any partial release or satisfaction of this Mortgage, the preparation and execution of any amendments to this Mortgage, the preparation and execution of any assignments of this Mortgage, the commencement, appearance in or defense of any action or proceeding purporting to affect the Property, the security of this Mortgage or the rights or powers of Bank; and to pay all costs and expenses paid or incurred by Bank in connection with the collection, enforcement or protection of Bank's interest in the Property, the collection of any rents, issues, profits or revenues thereof, the preparation and execution of any modifications, extensions or renewals of the Debt, and the preparation and execution of any instruments of subordination. All such costs, expenses and attorneys' fees shall be added to the principal amount of the Debt, shall be payable on demand, and shall bear interest from the date of payment by Bank until paid at the rate payable from time to time on outstanding principal under 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. Bank's rights to such costs, expenses and attorneys' fees shall apply whether or not any lawsuit is filed, including attorneys' fees and costs for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Mortgagor also will pay any court costs, in addition to all other sums provided by law;

(h) To pay all taxes, assessments, liens, encumbrances, charges and rents with respect to the Property when due, and to provide Bank with evidence of payment upon request. Mortgagor may in good faith contest the validity or amount of any item listed in this paragraph 3(h) provided Mortgagor gives Bank written notice of such contest and deposits with Bank cash or a sufficient corporate surety bond or other security satisfactory to Bank in an amount sufficient to discharge the lien plus any costs, attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest Mortgagor shall defend itself and Bank and shall satisfy any adverse judgment before enforcement against the Property. Upon request of Bank, Mortgagor shall furnish to Bank advance assurances satisfactory to Bank that Mortgagor can and will pay the cost of such improvements;

(i) To keep the Property free of all liens having priority over or equal to the interest of Bank under this Mortgage, except for the lien of taxes and assessments not due, except for the encumbrances and interests disclosed to and approved by Bank in writing at the signing of this Mortgage, and except for any existing indebtedness secured by a mortgage, deed of trust or other security agreement disclosed to and approved by Bank in writing at the signing of this Mortgage;

(j) To keep all buildings now or hereafter erected on the Property continuously insured against loss by fire or hazards included within the term "extended coverage", then to the extent of the maximum amount of such insurance available with deductibles not to exceed $1,000.00, or such lesser amount as Bank may from time to time approve in writing, with loss payable to Bank. However, Mortgagor shall not be required to comply with the provisions of this paragraph 3(j) if Mortgagor has obtained all the insurance required by Bank in the preceding sentence and Mortgagor delivers to Bank, in the form and manner required by Bank, receipts evidencing the payment of all premiums required to maintain such insurance in effect until such time as the Loan is paid in full. Mortgagor shall furnish to Bank certificates of insurance or other evidence satisfactory to Bank that the insurance required by Bank is in force and effect. All insurance shall be carried with companies approved by Bank. Mortgagor hereby assigns to Bank the proceeds of any insurance policy to the extent of the Debt. Bank may apply the proceeds to the Debt regardless of whether the Debt is due. Mortgagor authorizes Bank to endorse Mortgagor's name on any draft or check issued by any insurance company in connection with a claim under any such policy. Bank may make proof of loss if Mortgagor does not do so promptly. Bank may, at its option, either require that all proceeds be used to repair or replace damaged or destroyed Property or be applied to the Debt. If Bank requires that proceeds be used to repair or replace the Property, Bank may disburse proceeds for the repairs and replacements in a manner satisfactory to Bank. Bank shall not be responsible for the control, supervision or sufficiency of the repairs or replacements or for the nature or amount of the expenses incurred in connection with them. Mortgagor shall pay for any appraisals Bank may deem necessary. Any proceeds which have not been disbursed within 180 days after their receipt and which Bank has not committed to the repair or restoration of the Property may be used to pay the Debt in any order in which Bank chooses. If Bank holds any proceeds after payment in full of the Debt, such proceeds shall be paid to Mortgagor as Mortgagor's interest may appear;

(k) To keep the Property in good condition and make all repairs that are reasonably necessary, except for reasonable wear and tear and loss by casualty or condemnation;

(l) To comply with all laws, ordinances and regulations of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, laws, ordinances and regulations relating to hazardous substances (as defined in 42 U.S.C. 9601 et seq.). Mortgagor may in good faith contest the validity or applicability of any law, ordinance or regulation by any reasonable legal proceeding which does not materially impair the value of the Property or the lien of this Mortgage. Before commencing any such contest, Mortgagor shall notify Bank of the nature of the contest and shall provide Bank with adequate assurances that Mortgagor will pay all costs and fines and will promptly take such steps as may be necessary to comply with the law should the contest be lost. Mortgagor shall notify Bank promptly of any change in the nature or status of the contest. Mortgagor shall defend itself and Bank in the contest at Mortgagor's expense;

(m) To pay all costs, expenses and attorneys' fees paid or incurred by Bank in connection with the collection of the Debt, the preparation and execution of any partial release or satisfaction of this Mortgage, the preparation and execution of any amendments to this Mortgage, the preparation and execution of any assignments of this Mortgage, the commencement, appearance in or defense of any action or proceeding purporting to affect the Property, the security of this Mortgage or the rights or powers of Bank; and to pay all costs and expenses paid or incurred by Bank in connection with the collection, enforcement or protection of Bank's interest in the Property, the collection of any rents, issues, profits or revenues thereof, the preparation and execution of any modifications, extensions or renewals of the Debt, and the preparation and execution of any instruments of subordination. All such costs, expenses and attorneys' fees shall be added to the principal amount of the Debt, shall be payable on demand, and shall bear interest from the date of payment by Bank until paid at the rate payable from time to time on outstanding principal under 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. Bank's rights to such costs, expenses and attorneys' fees shall apply whether or not any lawsuit is filed, including attorneys' fees and costs for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Mortgagor also will pay any court costs, in addition to all other sums provided by law;

4. **CURING OF DEFAULTS.** If Mortgagor fails to make any payment when due under the Note or this Mortgage or fails to perform any other obligation under this Mortgage, Bank may perform any of Mortgagor's obligations under this Mortgage after giving Mortgagor written notice of Mortgagor's failure to perform at least 10 days before taking such action. Any amount Bank spends for such performance, including attorneys' fees, shall become a part of the Debt, and shall be payable on demand and shall bear interest from the date of payment by Bank until paid at the rate payable from time to time on outstanding principal under 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. Performance by Bank shall not constitute a waiver of Mortgagor's default or any other right or remedy Bank may have on account of Mortgagor's default. Any action by Bank shall take such form and consist of such amounts as Bank may from time to time in its sole discretion determine. Bank is only obligated to Mortgagor to take such actions and incur such expenses as are required by applicable law.

5. **DEFAULTS.** Each of the following is a default under this Mortgage:

(a) Default in payment of the Debt or in performance of any obligation in the Note or this Mortgage;

(b) Default in the performance of any obligation in any other agreement between Mortgagor and Bank;

(c) Default in the performance of any obligation in any other mortgage, deed of trust or other security agreement with a lien or encumbrance on the Property, whether junior or senior to this Mortgage;

(d) Any of the improvements, fixtures or personal property covered by this Mortgage are lost, stolen, substantially damaged, sold, or borrowed against;

(e) Any part of the Property is condemned, taken for any public improvement or domain, or sold in lieu of condemnation;

(f) Mortgagor dies, becomes incompetent, or becomes insolvent, or a receiver is appointed for any part of Mortgagor's property, or Mortgagor makes an assignment for the benefit of creditors, or Mortgagor petitions for or is adjudicated a bankrupt or insolvent, or any bankruptcy or insolvency proceeding is filed by or against Mortgagor;

(g) Any warranty, representation or statement made or furnished to Bank by or on behalf of Mortgagor under this Mortgage or in connection with the Loan proves to be false in any material respect when made or furnished;

(h) Mortgagor abandons the Property;

(i) Mortgagor fails to meet the repayment terms of the Debt.

6. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Bank to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Bank may accelerate the Debt and foreclose this Mortgage in a manner provided by law if Mortgagor is in default.

At the option of Bank, all or any part of the agricultural products, crops, timber, minerals, rents, royalties, profits, revenues, income, proceeds and other benefits of the Property and of any personal property described in this Mortgage shall become subject to the right of Bank, acting through any appointed receiver or Mortgagor as long as Mortgagor is not in default, to collect and receive all of the same. Bank may withhold payment of these amounts in order to pay any delinquent taxes and assessments, insurance premiums, prior liens and encumbrances, and other charges on the Property, and Bank may apply the remainder of these amounts on the Debt in such manner as Bank may determine, after deducting all costs, fees and expenses incurred by Bank or by any receiver, including attorneys' fees. Upon acceleration or foreclosure, Mortgagor will assemble any personal property described in this Mortgage and make it available to Bank within three days after receipt of written demand from Bank. To the extent permitted by applicable law, Mortgagor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, Bank shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Bank shall be entitled to bid at any public sale on all or any portion of the Property.

7. **WAIVER.** Except as otherwise required by law, by choosing any one or more of these remedies Bank does not give up its right to use any of the remedies. By deciding not to use any remedy, Bank does not give up its right to use that remedy in the future. Bank does not waive a default if it chooses not to use a remedy. By waiving a default, Bank does not waive any other default. Bank does not waive its rights if it does not insist that Mortgagor perform any obligation perfectly. Mortgagor waives presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of the Note and this Mortgage, and unless otherwise expressly stated in writing, no party who signs this Mortgage, whether as Mortgagor or as a guarantor, surety or accommodation party, shall be released from liability. All such parties agree that Bank may renew or extend (repeatedly and for any length of time) this Loan or release any party or guarantor or collateral, or impair, fail to realize upon or perfect Bank's security interest in the Property, without the consent of or notice to anyone. All such parties also agree that Bank may modify this Loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Mortgage are joint and several.

8. **APPLICABLE LAW.** This Mortgage is governed by the laws of Washington. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable. As used in this Mortgage: (a) words of the masculine gender shall mean and include correlative words of the feminine and neuter genders; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without obligation to take any action.

9. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address listed in this Mortgage or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Any notice to Bank will be given to Bank's address stated herein or to any other address Bank designates in writing. Any notice to Mortgagor will be given to the address stated herein or to such other address as Mortgagor may designate by notice to Bank. For notice purposes, Mortgagor agrees to keep Bank informed at all times of Mortgagor's current address. Unless otherwise provided or required by law, if there is more than one Mortgagor, any notice given by Bank to any Mortgagor is deemed to be notice given to all Mortgagors.

10. **TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN MORTGAGOR.** If all or any part of the Property or any interest in it is sold or transferred by Mortgagor without Bank's prior written consent, Bank may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Bank if such exercise is prohibited by federal law or by Washington law. If Mortgagor is not a natural person and all or any part of the ownership or beneficial interest in Mortgagor is sold or transferred, Bank may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Bank if such exercise is prohibited by federal law or by Washington law.

11. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** As additional security hereunder, Mortgagor hereby assigns to Bank the rents of the Property, provided that Mortgagor shall have a revocable license to collect and retain the rents as they become due and payable. Upon acceleration under paragraph 6 or abandonment of the Property, and at any time thereafter, Bank may apply to any court having jurisdiction to appoint a receiver to take possession of and manage the Property and collect the rents and profits derived from the Property. If Bank becomes a mortgagee in possession of the Property, Bank shall not be accountable for more than the actual rents received. If the rents are not sufficient to meet the costs of taking control of and managing the Property and collecting the rents, any funds expended by Bank for such purposes shall become part of the Debt pursuant to paragraph 4. Entering upon and taking possession of the Property, collecting the rents and profits, and applying the rents and profits as provided in this paragraph shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done in response to such default or pursuant to such notice of default.

12. **RELEASE.** Upon payment of all sums secured by this Mortgage, Bank shall release this Mortgage. Mortgagor shall pay all costs of recordation, if any.

13. **ATTORNEYS' FEES; EXPENSES.** If Bank institutes any suit or action to enforce any of the terms of this Mortgage, Mortgagor shall pay all of Bank's reasonable attorneys' fees and all of Bank's expenses incurred in connection with such suit or action, including attorneys' fees and costs for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Mortgagor also will pay any court costs, in addition to all other sums provided by law.

14. **WAIVER OF HOMESTEAD EXEMPTION.** Mortgagor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all obligations secured by this Mortgage.

15. **MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, FINANCING STATEMENT.** This instrument shall constitute a mortgage, an assignment of rents, a security agreement, and a financing statement. Mortgagor shall execute and deliver to Bank such additional documents as may be necessary from time to time to perfect, confirm, continue, renew, and extend Bank's interest in the Property and in order to fully accomplish the purposes of this Mortgage. Mortgagor shall reimburse Bank for all costs and expenses incurred in connection with the matters referred to in this paragraph. Mortgagor irrevocably appoints Bank as Mortgagor's attorney-in-fact to execute all documents necessary

WASHINGTON MUTUAL SAVINGS BANK

1201 Main Street

Vancouver, Washington 98660

Robert M. Morson and Bertha F. Morson

("Mortgagor") hereby mortgages to

Skamania County, Washington

See Attached

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". As 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 Statler 70X24 Mobile Home mobile home, Model 70X24 Serial No (Mark) 98671

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A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH HALF, A DISTANCE OF 330 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING EAST ALONG SAID SOUTH LINE, A DISTANCE OF 264 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 660 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 264 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, A DISTANCE OF 660 FEET TO THE TRUE POINT OF BEGINNING;

ALSO KNOWN AS LOT 1 OF ROBERT M. AND BERTHA F. MORSON SHORT PLAT, RECORDED APRIL 25, 1978, UNDER AUDITOR'S FILE NO. [illegible] IN BOOK [illegible] OF SHORT PLATS, PAGE [illegible], RECORDS OF SKAMANIA COUNTY, WASHINGTON.

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3. PROMISES OF MORTGAGOR. Mortgagor promises:

(a) to keep the Property in good repair; not to raze, alter or demolish any of the improvements on the Property without Bank's written consent; and not to sell or dispose the Property or any interest in the Property without Bank's written consent. Mortgagor will not be entitled to consent to any sale or transfer if Bank has, at its sole discretion, grounds for declining whether or not to consent to any sale or transfer. Bank may, at its sole discretion, decline to consent to any sale or transfer if Bank has grounds for declining whether or not to consent to any sale or transfer if Bank has, at its sole discretion,