

89227

SK 11613

2-5-34-60-204  
12-10-21-A-103

# MORTGAGE

The Mortgagors, ROBERT M. LEICHNER AND NANETTE F. LEICHNER, HUSBAND AND WIFE, \*\*\*\*\*  
Underwood, Washington\*\*\*\*\*

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

## SUPPLEMENTAL SK-11613 DESCRIPTION LEICHNER

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

LOT 1 OF PETE AND AVA GROVE SHORT PLAT OF THE SOUTH HALF OF THE  
NORTH EAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3  
SHIP 3 NORTH, RANGE 10 E.W.M., RECORDED MARCH 28, 1977 IN VOLUME  
1 OF SHORT FLATS, PAGE 68A, UNDER AUDITOR'S FILE NO. 83812,  
RECORDS OF SKAMANIA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST QUARTER CORNER OF THE NORTHEAST  
QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 3  
NORTH, RANGE 10 E.W.M., THENCE EAST ALONG THE SOUTH LINE OF  
THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER 140.56 FEET,  
THENCE NORTH AT RIGHT ANGLES TO SAID SOUTH LINE 117 FEET,  
THENCE NORTH 60 DEGREES 00' 00" WEST 159.8 FEET, MORE OR LESS,  
TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF COOK-UNDERWOOD ROAD  
(COUNTY ROAD NO. 3841), THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY  
RIGHT OF WAY LINE TO THE SOUTH LINE OF THE NORTHWEST  
QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 21, THENCE  
EASTERLY ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

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, for 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 FIVE THOUSAND ONE HUNDRED DOLLARS\*\*\*\*\* \$5100.00\*\*\*\*\* Dollars,  
with interest thereon and payable in monthly installments of \$ 72.00\*\*\*\*\* each,  
beginning on the 15th day of September, 1979, 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 Mortgagor 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 Mortgagor.

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This mortgage is subordinate to a prior mortgage dated July 1, 1977 Riverview Savings to secure the payment of \$ 44,200.00.  
This mortgage is subordinate to a prior mortgage dated July 1, 1977 Riverview Savings to secure the payment of \$ 44,200.00.  
and prior mortgage being recorded in the office of the Auditor of Skamania County under Auditor's File Number 84391  
Mortgage represents and warrants that the recent unpaid balance on said prior mortgage does not at this time exceed \$ 44,200.00 \*\*\* and that said prior  
mortgage is not in default in any respects. 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 covenants 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 mortgagor, become immediately due and payable and this mortgage may be foreclosed at once.

The Mortgagor hereby (jointly and severally) agrees with the Mortgagor as follows:

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

That the Mortgagors who during the continuance of this mortgage, permit no waste or slip of the mortgage premises and will keep the buildings and appurte-  
nances on said property in good state & repair.

That the Mortgagors will pay said promissory note according to its terms. Should the Mortgagor fail to pay any installment of principal or interest provided for in the  
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  
option of the Mortgagor, become immediately due and payable. Should the Mortgagor fail to pay any sum which they are required to pay, the Mortgagor may  
without waiver of any remedy hereunder for such breach, make up all partial payment thereof, and the amount so paid will interest thereon at 10% per annum  
from the date of payment. Any payment made by the Mortgagor upon the indebtedness secured by this mortgage 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 therein continuously insured against loss or damage by fire and such other hazards as the Mortgagor may specify to  
the extent of the full insurable value, in some responsible insurance company or companies satisfactory to the Mortgagor and for the protection of the latter, and  
that the Mortgagor will cause all insurance policies or copies or certificates thereof to be suitably endorsed and delivered to the Mortgagor, together with receipt  
showing payment of all premium due therefor, and that the Mortgagor will keep no insurance on said building other than as stated herein. That it shall be optional  
with the Mortgagor to name the company or companies and the agents thereby 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 Mortgagor; but in no event shall the Mortgagor 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 Mortgagor  
may be authorized to compromise and settle any claims for insurance, and to receipt therefor on behalf both of the Mortgagors and their assigns and the Mortgagor  
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 agreed to pay to the Mortgagor monthly budget payments estimated by the Mortgagor 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 Mortgagor 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 Mortgagor as collateral security for full performance of this mortgage and the note secured hereby and the Mortgagor may, at any time, without notice, apply said budget payments upon any sum 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 Mortgagor 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 Mortgagor, and a receiver may be appointed at the Mortgagor'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 term "mortgagors" occur herein it shall mean "mortgagor" when only one person executed this document, and the liability hereunder shall be joint and several.

White Salmon  
Dated at ~~August~~, Washington August 15, A. D. 1979

*Robert M. Leichner*

*Nanette F. Leichner*



STATE OF WASHINGTON,  
Klickitat  
County ~~XXXXXX~~

On this day personally appeared before me Robert M. Leichner and Nanette F. Leichner, husband and wife, described in and who executed the within foregoing instrument, and acknowledged to me known to be the individual(s) described in 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.

Given under my hand and official seal this 15th day of August

A. D. 1979

Notary Public in and for the State of Washington  
residing at ~~Ozone~~, therein.  
White Salmon

89227

## MORTGAGE

Loan No. 1200025

FROM  
ROBERT M. LEICHNER  
AND  
NANETTE F. LEICHNER

TO

Riverview Savings Association  
Camas, Washington

COUNTY OF SKAMANIA, WASH.

I HEREBY CERTIFY THAT THE FOREGOING  
INSTRUMENT OF WRITING, MADE BY  
*Robert M. Leichner*

AT White Salmon, Washington on August 15, 1979  
IS A TRUE COPY  
OF THE ORIGINAL INstrument  
AS RECEIVED IN MY  
POSSESSION  
AT White Salmon, Washington on August 15, 1979

FOR RECORDS OF  
COUNTY AUDITOR  
*Robert M. Leichner*

MAIL TO

Riverview Savings Association  
Camas, Washington

