

RAINIER NATIONAL BANK
REAL ESTATE MORTGAGE
(Washington Form)

BOOK 52 PAGE 69

TRANSFER BY
MORTGAGOR
RESTRICTED

87813

THIS MORTGAGE made this 4th day of December, 1978, by and between Roger Herington and Wendy Herington, husband and wife
of Kelso, County of Cowlitz, State of Washington, hereinafter called "mortgagor," and RAINIER NATIONAL BANK, a national banking association, hereinafter called "mortgagee," all its Longview Office in Longview, Washington.

WITNESSETH:

The mortgagor hereby mortgages to the mortgagee, its successors and assigns, the following described real property, situated in the County of Skamania, State of Washington, to-wit:

Lot 2 of Emil W. Lange Short Plat, recorded February 22, 1977, under Auditor's File No. 83608, in Book 1 of Short Plats, Page 60, Records of Skamania County, Washington.

TOGETHER WITH all right, title and interest therein, now owned or hereafter acquired, all rents, issues and profits accrued or to accrue therefrom, and all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining and all fixtures, apparatus and equipment which are now or may hereafter be in any way attached to or part of said real property or any improvement thereon, including, but without limiting the generality of the foregoing, all plumbing, heating, lighting, incinerating, refrigerating, air cooling, air conditioning, elevator and lifting apparatus, fixtures and equipment, all engines, pumps, compressors, tanks, ventilators, motors, conduits, antennae, panels and switchboards; all built-in stoves, dishwashers, refrigerators and other appliances; all radiators, cabinets and wallbays; and any and all renewals, replacements, betterments and substitutions made with respect to any and all of the foregoing, all of which said property shall be deemed to constitute a part of the realty.

This mortgage is given and intended as security for the payment of the principal sum of Fifteen thousand and no/100's Dollars (\$ 15,000.00), together with interest thereon in accordance with the terms of a certain promissory note of even date herewith, executed and delivered by the mortgagor in favor of the mortgagee, or its order, and any renewals or extensions thereof.

This mortgage is also given and intended as security for the payment by the mortgagor to the mortgagee of such additional sums of money as may hereafter be loaned or advanced by the mortgagee to or for the account of the mortgagor, including any renewals or extensions thereof, it being provided, however, that the unpaid principal balance of all loans or advances made by the mortgagee to or for the account of the mortgagor shall not be used hereafter, shall not at any one time exceed the principal sum set forth above and interest, regardless of any excess which may at any time be owing from the mortgagor to the mortgagee, and that nothing herein contained shall be construed as obligating or that obligate the mortgagee to make any such future loans or advances and provided, further, the limitation on the amount of such advances shall not apply to any money advanced or to costs or fees incurred by mortgagee in connection with the breach or default of any term, warranty, covenant or condition of the mortgage.

The mortgagor irrevocably and jointly with the mortgagee that said mortgagee will:
1. Foreclose under the terms of the mortgage, including the rents, issues and profits thereof, to be and remain free and clear of all claims, liens and encumbrances other than this mortgage, and will execute and deliver any further necessary assurances of title thereto.

2. Promptly pay the principal sum of money advanced in accordance with the terms of said promissory note of notes, and any renewals or extensions thereof.

3. Pay and discharge, as the same become due and payable, and prior to delinquency, all taxes, assessments, water rates or other charges of whatever kind and character, whether similar or dissimilar to those hereinbefore mentioned, which are now or may hereafter be levied or assessed against or which may or might become liens upon the mortgaged property or any part thereof, or upon this mortgage or the money or profits accrued hereby.

4. Maintain, preserve and keep all of the mortgaged property in good condition and repair and not commit or permit waste thereof, and permit mortgagee's inspection thereof at any and all reasonable times.

5. Keep the mortgaged property at all times insured against fire (with extended coverage) and against such other hazards and perils as the mortgagee may require, to such amounts, under such forms of policy, and with such insurance company or companies, as shall be required by or satisfactory to the mortgagee, cause to be attached to each such policy, in form satisfactory to the mortgagee, a mortgage clause, vesting all loss payable first to mortgagee as interest shall appear, assign and deliver each such policy to mortgagee, and evidence payment in full of all premiums thereon at least ten (10) days in advance of due date.

6. NOT WITHOUT THE MORTGAGOR'S WRITTEN CONSENT FIRST HAD AND RECEIVED, MAKE ANY SALE, CONVEYANCE OR OTHER TRANSFER OF THE MORTGAGED PROPERTY, UNLESS AS AN INCIDENT OF THE CLOSING OF SUCH TRANSFER THIS MORTGAGE SHALL BE FULLY PAID PROVIDED, HOWEVER, THE PASSING OF THE MORTGAGED PROPERTY BY WILL OR BY DESCENT AND DISTRIBUTION SHALL NOT BE DEEMED A PROHIBITED TRANSFER HEREUNDER.

In the event of a breach of any of the aforesaid covenants or conditions, and in addition to all other rights and remedies hereunder or by law provided, the mortgagee may, but shall not be obligated to, say or cause or perform any necessary remedy with respect to the breach, and all sums so paid and the expenses incurred in such performance shall be repaid by mortgagor to mortgagee on demand, with interest at the highest rate permitted by law from the date of such payment, and shall be secured by this mortgage. The receipt of the tax official, assessing body, insurance company, or other person to whom mortgagee makes any such payment shall be conclusive evidence as between mortgagee and mortgagee of the propriety of such payment.

Any loss payable under any of the aforesaid covenants, and any money which may be expended, recovered, or settled upon, for the taking, damage or condemnation of all or any portion of the mortgaged property shall be applied, at the mortgagee's option, toward payment of the indebtedness and expenses incurred hereby, whether due or not. This mortgage shall in no event have any responsibility for the adequacy or sufficiency of any insurance, nor for the coverage thereby afforded, nor for notification with respect to, or the payment of, any premiums thereon.

In the event of a breach of any of the aforesaid covenants or conditions or in the event of a breach of any of the covenants, warranties or agreements contained herein, then in any such event the entire indebtedness hereby secured shall become immediately due and payable, without notice, and this mortgage may be foreclosed, and in any foreclosure of this mortgage a deficiency judgment may be made by the mortgagee for all sums so secured hereby which are not recovered by the mortgagee out of foreclosure sale proceeds.

So long as there shall be no default under the terms of this mortgage, and except to the extent the same are specifically assigned and pledged by separate instrument providing to the contrary, the mortgagee shall retain a lien on the property mortgaged hereunder, and all other property so received, mortgagor shall be deemed to have given of the same to the mortgagee as security for the payment of the principal sum of money advanced and interest thereon, and otherwise duly and timely performing all other terms, covenants and conditions of this mortgage. Upon any default in such payment or performance, or upon the occurrence of any other event which under the terms hereof confers the right to the mortgagee to accelerate the payment of the indebtedness secured hereby, then the mortgagee shall forthwith become empowered, at its option, without notice or demand, and in its own name and right, either directly or by agent, or through a receiver, and in addition to all such other rights and remedies as may be herein or by law conferred, to demand, collect and receive such rents, issues and profits and to apply hereto to the proceeds thereof after deduction of fees, costs and expenses incurred as an incident of collection.

In the event of any suit or other proceeding for the recovery of said indebtedness and/or foreclosure of this mortgage, or wherein mortgagee shall appear to establish or protect the lien hereof, the mortgagee agrees to pay to mortgagee a reasonable attorney's fee, together with the cost of search and report on title preliminary to foreclosure, all of which sums shall be secured hereby.

All rights and remedies of mortgagee shall be cumulative and none shall be deemed exhausted by the exercise thereof. No failure or omission on the part of the mortgagee to exercise any such right or remedy upon default shall be deemed a waiver of its right to subsequently exercise the same with respect to the time or any other default or defaults which may at any time exist.

If any term, provision or condition of this mortgage shall be finally adjudged to be unlawful or unenforceable, the same shall be deemed void hereafter and the balance of this mortgage shall be and remain in full force and effect.

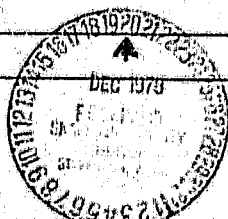
This mortgage is binding on the heirs, personal representatives, successors and assigns of the mortgagor, and shall inure to the benefit of mortgagee, its successors and assigns. Words used herein shall take the singular or plural number as the number of parties hereto shall require, and if there is more than one signer as mortgagor, their obligations hereunder shall be joint and several.

Time is of the essence of this mortgage.

The within described mortgaged property is not used principally for agricultural or farming purposes.

IN WITNESS WHEREOF, the (persons) designated as mortgagor have set hand and seal hereto, the day and year first above written.

Roger J. Herington
Wendy Herington



RAINIER BANK

STATE OF WASHINGTON
County of Cowlitz

NOTARIAL ACKNOWLEDGMENT
(Individual Partnerships)

On this 4th day of December, 19 78, before me personally appeared Roger Herington and Wendy Herington, husband and wife

to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

(Notarial Seal)

Notary Public in and for the State of Washington,
residing at Kelso

STATE OF WASHINGTON

NOTARIAL ACKNOWLEDGMENT
(Corporation)

County of _____
On this _____ day of _____, 19 _____, before me personally appeared _____

to me known to be the _____ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and it at the seal of all such is the corporate seal of said corporation.

(Notarial Seal)

Notary Public in and for the State of Washington,
residing at _____

REAL ESTATE MORTGAGE

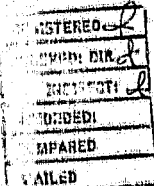
(Washington Form)

Filed for Record at Request of

RAINIER NATIONAL BANK Office

P.O. BOX OR STREET

CITY, STATE, ZIP CODE NO.



THIS SPACE RESERVED FOR RECORDER'S USE
COUNTY OF _____
INSTRUMENT NO. _____
RAINIER NATIONAL BANK
OF P.O. 578 Bingen, WA
AT 11:45 A.M. Dec 20, 1978
WAS RECORDED IN BOOK 56
OF _____ AT PAGE 69
RECORDS OF WACAMA COUNTY, WASH.
J.P. Todd
COUNTY AUDITOR
by J. Webster