

RAINIER NATIONAL BANK
REAL ESTATE MORTGAGE
(Washington Form)

BOOK 58 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," at 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, how owned or hereafter acquired, all rents, issues and profits accrued or to accrue therefrom, and all and singular the instruments, hardware and appurtenances thereto belonging or in anywise abutting thereon and all fixtures, apparatus and equipment which are now or may hereafter be in anywise 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 equipment, all furniture, equipment, all engines, turbines, pumps, compressors, tanks, ventilators, motors, conductors, antennas, panels and switchboards; all built-in stoves, dishwashers, refrigerators and other appliances, all fixtures, cabinets and wallboard, and any and all renewals, replacements, improvements 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 same.

This mortgage is given and intended as security for the payment of the principal sum of

Fifteen thousand and no/100's

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 understood, however, that the unpaid principal balance of all loans or advances made by the mortgagee to or for the account of the mortgagor which can be reduced hereby 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 further, the mortgagor on the principal secured thereby when not applied 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 any kind.

The mortgagee covenants and agrees with the mortgagor that said mortgage will:

(1) For ever warrant the title to the property so mortgaged, 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 a full title warranty affidavit or title thereto.

(2) Promptly pay the principal amount of said indebtedness in accordance with the terms of said promissory note of date, and any renewals or extensions thereof.

(3) Pay and discharge, at the same time due and payable, and prior to maturity, all taxes, assessments, water rates or other charges of whatever kind and character, whether similar or dissimilar to those heretofore levied, which may or may hereafter be imposed or asserted against or which may or might become due upon the mortgaged property or any part thereof, or upon this mortgage or the money or debt secured thereby.

(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 terms 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 copy of the policy containing all risk payable first to the mortgagee as its interest shall appear, assign and deliver each such policy to mortgagee, and evidence payment in full of all premiums thereon at least 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 BE LEGATEE AND DISTRIBUTION SHALL NOT BE DEEMED A PROHIBITED TRANSFER HEREUNDER.

(7) On the event of a breach of any of the several agreements of covenants, and in addition to all other rights and remedies hereinunder or by law provided, the mortgagee may, but shall not be obligated to, pay any bills or perform any acts necessary to remedy such breach, and all sums so paid and the expenses incurred in such performance shall be owing 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 fax official, testing body, insurance company, or other person to whom mortgagee makes a copy of such payment shall be conclusive evidence as between mortgagor and mortgagee of the payment of such amount.

Any tax payable by the mortgagor or otherwise which may be awarded, recovered, or levied upon, for the taking, damage or condemnation of all or any portion of the property for the temporary or temporary use of any insurance, nor for the coverage thereby afforded, nor for contribution with respect to, or payment of, any premiums thereon.

In the event of default in the payment of any indebtedness 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 may be declared by the mortgagee or the instrument that the mortgagee becomes immediately due and payable, without notice, and this mortgage may be foreclosed, and in any foreclosure of this mortgage a deficiency judgment may be taken by the mortgagee if all sums tendered thereby which are not required by the mortgagee out of foreclosure sale proceeds.

So long as there is 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 may receive directly from the debtor(s) thereof all rents, dues and profits of the mortgaged property. As to all moneys and other property so received, mortgagee shall be deemed to have charge of the same, but the mortgagee, if making all payments due under, and otherwise duly and timely performing all other terms, covenants and conditions of, this mortgage. Upon any default in, or breach of, any provision of this mortgage, 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 that debtors become unemployed, and in 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 other rights and remedies at law or by law conferred, to demand, collect and receive such rents, issues and profits out of any property so received by the mortgagee 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, in which mortgagee shall appear to establish or protect the lien herein, the mortgagee agrees to pay to mortgagee a reasonable attorney's fee, together with the cost of search and preparation 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 same 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 stricken herefrom and the balance of this mortgage shall be deemed to be valid and enforceable in full force and effect.

This mortgage is binding on the heirs, personal representatives, successors and assigns of the mortgagee, 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 mortgagee, 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 (husband) designated at mortgagee have set hand and seal hereto, the day and year first above written,

Roger J. Herington

Wendy C. Herington



RAINIERBANK

STATE OF WASHINGTON
County of Cowlitz

NOTARIAL ACKNOWLEDGMENT
(Individual or Partnership)

On the 4th day of December, 1978, before me personally appeared Roger Herington and Wendy Herington, husband and wife,

they signed and sealed the same as their to me that they were authorized and voluntary act and done for the uses and purposes and in the capacity herein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

Roger Herington and Wendy Herington

[Signature]
Notary Public in and for the State of Washington

Kel

residing at

STATE OF WASHINGTON
County of

NOTARIAL ACKNOWLEDGMENT
(Corporation)

On the 10th day of December, 1978, before me personally appeared the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the true and voluntary act and deed of said corporation, for the uses and purposes there

in mentioned, and on oath stated that they were authorized to execute said instrument and that the seal of affix is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

Notary Public in and for the State of Washington

residing at

THIS SPACE RESERVED FOR RECORDER'S USE:
COUNTRY OF Washington

I HEREBY CERTIFY THAT THE WRITTEN

INSTRUMENT IS A TRUE COPY OF THE ORIGINAL

Rainier National Bank
1121 First Street Longview, Washington
At 11:45 A.M. Dec 30, 1978

WAS RECEIVED IN BOOK NO. 56

ON 30th DECEMBER 1978 AT 11:45 A.M.

RECORDED BY MANIA COUNTY, WASH.

S.P. Todd
COUNTY AUDITOR

D. Wachter

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.

REGISTERED	SEARCHED
SERIALIZED	INDEXED
FILED	FILED
APR 1979	
RECORDED BY <u>MANIA COUNTY, WASH.</u>	