Book 56 Page 741

WASHINGTON MUTUAL SAVINGS BANK

MORTGAGE

LOAN NUMBER 44-20-2742

NAME(S)
Donald L. Schindler and Vivian M. Schindler

BORROWER'S STREET ADDRESS
Briggs Road Stevenson, Washington 98648

89549

FILED FOR RECORD AT REQUEST OF:

WASHINGTON MUTUAL SAVINGS BANK

1201 Main Street

Washington Mutual Savings Bank

REGISTERED
INDEXED: DIR.
INCORRECT:
RECORDED:
COMPARED
MAILED

SEP 1979
RECEIVED
SKAMANIA COUNTY
AUDITOR
STEVENSON, WASH.

STATE OF WASHINGTON } ss
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY... Gordon Tyrrell
OF Stevenson, Wa
AT 2:05 P M. Sept 21 19 79
WAS RECORDED IN BOOK 56
OF Mtg AT PAGE 741-43
RECORDS OF SKAMANIA COUNTY, WASH.
M P Todd
COUNTY AUDITOR
BY B LeCocq DEPUTY

DONALD L. SCHINDLER AND VIVIAN M. SCHINDLER (Mortgagor) hereby mortgages to Skamania County, Washington

PER ATTACHED LEGAL DESCRIPTION

LOT 1:

A portion of the Felix Iman Donation Land Claim in Section 2, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a Skamania County brass cap at the Northeast corner of said Section 2; thence South 89° 33' 55" West, 330.00 feet; thence South 00° 02' 34" East, 231.00 feet to the TRUE POINT OF BEGINNING; thence South 89° 33' 55" West, 50.00 feet;

THENCE South 05° 35' 00" East, 223.52 feet to the centerline of a 60 foot road easement;

THENCE following said centerline North 67° 20' 00" East, 281.83 feet to the West right-of-way line of the Iman County Road;

THENCE following said West right-of-way line North 23° 00' 27" West, 125.60 feet;

THENCE leaving said West right-of-way line South 89° 33' 55" West, 182.73 feet to the TRUE POINT OF BEGINNING;

Containing 1.0 acre more or less;

SUBJECT TO easements and restrictions of record;

TOGETHER WITH AND SUBJECT TO a 60 foot easement for ingress, egress and utilities, the centerline of which is described as follows:

BEGINNING at a point on the North line of Section 2, South 89° 33' 55" West, 330.00 feet from the Northeast corner thereof; thence South 00° 02' 34" East, 231.00 feet; thence North 89° 33' 55" East, 182.73 feet to the West right-of-way line of the Iman County Road; thence South 23° 00' 27" East along said West right-of-way line, 125.60 feet to the TRUE POINT OF BEGINNING of said easement centerline; thence South 67° 20' 00" West, 587.81 feet to the terminus of said easement centerline.

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together with all income, rents and profits now or at any time hereafter arising, lighting, air conditioning and heating apparatus and equipment, and all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, and any and all of the 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 substituted 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 Rex Brookwood** mobile home. Model **62X24** Serial No. (Make) **MD2430**

1. **SECURITY.** This Mortgage is given to secure the payment of **Forty One Thousand Seven Hundred Eight and no/100---** Dollars (**$ 41,708.00**) (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 and do not pay by selling the property you have "mortgaged." The "Mortgage" is the document which is evidence of the right and the "Mortgagor" is the person or persons who give the right to the Bank and sign the "Mortgage."

repayment of money advanced 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 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 this 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 superior to all 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 asserts the priority of any encumbrance other than those described in Section 2(a) over this Mortgage in any pleading filed in any action, the assertion will also impair the lien of this Mortgage for purposes of this Section 3(e); and

(f) To keep the improvements insured by a company satisfactory to Bank against fire and extended coverage perils and against such 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. To cause all insurance policies to be endorsed to show the interest of and to be delivered to Bank.

4. **CURING OF DEFAULTS.** If Mortgagor fails to perform any of the covenants in Section 3, including all the terms of any prior contract, mortgage, or deed of trust, [illegible] any action required to comply with such a covenant, without assuming any other duty or waiving any other right or remedy by it or by reason of Mortgagor's failure to perform. Repayment to Bank of any amount paid by Bank [illegible] of Mortgagor shall be secured by this Mortgage, and the amount paid shall bear interest [illegible] repayable by Mortgagor on demand.

5. **DEFAULTS — SALE.** Mortgagor is in default under this Mortgage if: [illegible] or if there is a breach of any of the covenants in Section 3, including the failure to pay when due any amounts required by this Mortgage; [illegible] requirement to perform by this Mortgage; [illegible] Bank may declare all of the Debt to be immediately due and payable, and may foreclose this Mortgage in the manner provided by law for the foreclosure of mortgages on real property and may sell the Property. [illegible] Bank may apply the proceeds of the sale first to the payment of costs and expenses of exercising the power of sale and of the sale, including the payment of taxes and other charges and of any encumbrances having priority over this Mortgage, and then to the Debt in such order as Bank, in its sole discretion, may determine. The remainder, if any, will be paid to the person or persons legally entitled to it. Bank may in its own name or in the name of Mortgagor sue for or otherwise collect the rents and profits from the Property, including those past due. All such sums, after deducting the costs of collection and attorneys' fees, will be applied first to the Debt in such order as Bank, in its sole discretion, may determine. Bank will not be required to enter upon, take control of or maintain the Property before or after giving notice of its intention to do so, but may do so at any time when Bank is entitled to the Property. Bank may also appoint a receiver to take possession of and manage the Property and collect the rents and profits from the Property. The receiver will be entitled to receive a reasonable fee for managing the Property and will be paid out of the rents or Property before applying them to the Debt. Bank will not be liable to account for any more than it actually collects or receives from the Property. Bank's rights under this Section 5 shall be in addition to all other rights and remedies to which Bank may be entitled upon default, including those granted by the Uniform Commercial Code.

6. **FEES AND COSTS.** Mortgagor shall pay to Bank a reasonable attorneys' fee and all other costs and expenses which Bank incurs in collecting the Debt or enforcing its rights under this Mortgage, whether or not any lawsuit is filed, including [illegible] searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, to the extent not prohibited by law. Mortgagor will also pay any recording or filing fees and all taxes, duties, levies and assessments payable with respect to this Mortgage or the Debt (except income taxes) and any fees or taxes required to be paid by Mortgagor or Bank to any governmental authority because of this Mortgage (except income taxes).

7. **MISCELLANEOUS.** This Mortgage benefits and obligates the heirs, [illegible] executors, successors, and assigns of the parties hereto. The words used in this Mortgage referring to one person shall be [illegible] that one person or two or more have signed this Mortgage or both are responsible for any of the things this Mortgage requires. Any [illegible] of this Mortgage is determined to be invalid under law, that [illegible] invalidate any other part of this Mortgage, but the Mortgage will be construed as if not containing the particular provision or [illegible] and the rights and obligations of the parties will be construed and enforced as though the invalid provision did not exist.

DATED AT Vancouver, Washington, September 12, 19 79

STATE OF WASHINGTON }
} ss.
COUNTY OF Clark }

Donald L. Schindler

Vivian M. Schindler

On this day personally appeared before me
Donald L. Schindler and Vivian M. Schindler
to me known to be the individuals described in and who executed the within and 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 12th day of September, 19 79.

Patricia M. Hughes
NOTARY PUBLIC in and for the State of Washington, residing at Vancouver

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repayment of money advanced 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 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 this 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 superior to all 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 asserts a lien, encumbrance, or claim which is inferior to this Mortgage except those described in Section 2(a) over this Mortgage in any pending filed in any action, this agreement shall constitute the lien of this Mortgage for purposes of this Section 3(e); and

(f) To keep the improvements insured by a company satisfactory to Bank against fire and extended coverage risks, and against such 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 show the interest of and to be delivered to Bank.

4. **CURING OF DEFAULTS.** If Mortgagor fails to make any of the payments in Section 3(c) or 3(d) or any other payment required by any prior contract, mortgage or deed of trust, Bank may make any payment to cure the default without waiving any other right or remedy it may have for Mortgagor's failure to pay. Repayment to Bank of the money so paid by Bank, plus interest at the rate provided for in the Note secured by this Mortgage, and the amount of such bond premium as Bank may pay, shall be secured by this Mortgage and the amount of such bond premium as Bank may pay, shall be secured by this Mortgage.

5. **DEFAULTS—SALE.** Prompt performance is essential. If Mortgagor defaults in the payment of the Debt or in the performance of any of the covenants of this Mortgage, or if Mortgagor or any successor in interest to Mortgagor transfers any interest in the Property without Bank's written consent, or if Mortgagor abandons the Property, or if a proceeding in bankruptcy is filed by or against Mortgagor, or if a receiver is appointed to take charge of the Property or Mortgagor's affairs, or if Mortgagor makes an assignment for the benefit of creditors, or if Mortgagor becomes insolvent, Bank may declare the entire Debt immediately due and payable and may foreclose this Mortgage by judicial foreclosure, or may sell the Property at public auction as permitted by law. Bank may bid at the sale and purchase the Property if the highest bidder. Bank may apply the proceeds of the sale first to the costs of the sale, including reasonable attorney's fees, and then to the Debt in such order as Bank in its discretion may choose. Mortgagor has the right to have the Property marshalled. In exercising its rights and remedies, Bank shall be subject to such limitations as are imposed upon it by applicable law, but Bank may exercise any or all of its rights and remedies, and may proceed against the Property, any part of the Property, and any person liable for the Debt, all at the same time or separately, and in any order that Bank in its discretion may choose. Bank's rights and remedies are cumulative, and the exercise of any one or more of them shall not constitute an election of remedies or preclude Bank from exercising any other remedy available to Bank under this Mortgage or at law or in equity.

6. **FEES AND COSTS.** Mortgagor shall pay to Bank all costs and expenses incurred by Bank in connection with the Debt, this Mortgage and the Property, including but not limited to attorneys' fees, whether or not any lawsuit or foreclosure is commenced, and if a lawsuit is commenced, at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Bank to protect the security of this Mortgage or to enforce any of Bank's rights or remedies under this Mortgage shall be paid by Mortgagor on demand with interest at the rate provided for in the Note secured by this Mortgage from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Bank's attorneys' fees and Bank's legal expenses whether or not there is a lawsuit, including attorneys' fees 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.

7. **MISCELLANEOUS.** This Mortgage shall bind and benefit the heirs, successors and assigns of the parties. As used in this Mortgage, the words used in this Mortgage referring to one person shall be read as more than one person if more than one person has signed this Mortgage or is otherwise responsible for doing the things this Mortgage requires. Any provision of this Mortgage is determined to be invalid or unenforceable shall not affect or invalidate any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid or unenforceable provision had never been contained herein. Any waiver by Bank of any right or remedy under this Mortgage must be in writing to be effective, and Bank does not waive any of its rights or remedies by any failure to give notice or demand that is not required by this Mortgage, by any delay in the exercise of any right or remedy, or by any indulgence it may grant to anyone, including Mortgagor. Any waiver of any right or remedy on one occasion shall not be construed as a waiver of that right or remedy on any future occasion. All rights and remedies are cumulative and may be exercised singly or concurrently. If there is more than one Mortgagor, their obligations are joint and several. This Mortgage is governed by the laws of the State of Washington.

DATED at Vancouver, Washington, this September 12, 19 79

STATE OF WASHINGTON, } ss.
COUNTY OF Clark }

Donald L. Schindler

Vivian M. Schindler

On this day personally appeared before me Donald L. Schindler and Vivian M. Schindler to me known to be the individuals described in and who executed the within and 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 12th day of September, 19 79

Patricia M. Hughes
Notary public in and for the State of Washington residing at Vancouver

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