

MORTGAGE

The Mortgagors, **J. ROEDER AND FRANCES R. ROEDER**, husband and wife
of Carson, Washington 98610

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

Beginning at a point 32 rods South of the Northwest corner of the
Northwest Quarter of the Northwest Quarter of Section 28, Township
3 North, Range 8 East of the Willamette Meridian; thence West 134
rods; thence South 8 rods; thence East 134 rods; thence North 8 rods
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 fixtures, and other fixtures whether now or hereafter belonging to or used in the enjoyment of said property, 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 **SEVEN THOUSAND AND NO/100******* (\$ 7,000.00) Dollars, with interest thereon, and payable in monthly installments of \$ 155.72 each, Month beginning on the 1st day of October, 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 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.

This mortgage 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.

This mortgage is subordinate to a prior mortgage dated 11-23-70 to Riverview Savings to secure the payment of \$ 16,000.00 said prior mortgage being recorded in Index 1 of the Auditor of Skamania County under Auditor's File Number 72932.

Mortgagor represents and warrants that the present unpaid balance on said prior mortgage does not at this time exceed \$16,000.00 and that said prior mortgage is not in default in any respect. This mortgage is made on the express condition that if either the principal or the interest of a debt secured by the prior mortgage is in default, or any of the conditions 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 Mortgagors hereby jointly and severally warrant and covenant and agree 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 will during the continuance of this mortgage, permit no waste or strife of the mortgaged premises and will keep the buildings and appurtenances on said property in good state of repair.

That the Mortgagors will pay said promissory note according to its terms. Should the Mortgagors fail to pay any installment of principal or interest provided for in 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 election of the Mortgagor, become immediately due and payable. Should the Mortgagors fail to pay any sum which they are required to pay, the Mortgagor may, without waiver of any remedy hereunder, for such breach, make full or partial payment thereof, and the amount so paid with interest thereon at 10% per annum shall become immediately payable by the Mortgagor and shall be secured by this mortgage. Any payments made by the Mortgagor upon the indebtedness secured by this mortgage may be applied as the Mortgagor 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 thereon 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 one responsible insurance company or companies satisfactory to the Mortgagor and for the protection of the latter, and that the Mortgagors will cause all insurance policies or certificates of title to be suitably endorsed and delivered to the Mortgagor, together with receipts showing payment of all premiums due therefor, and that the Mortgagors 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 thereof 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 if 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 this Mortgagor is 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 issue prompt payment the Mortgagors agree 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 supplied 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 therfor. And such budget payments are hereby pledged by 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 recoverable 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 terms "mortgagor" occur herein, it shall mean "mortgagor" when only one person executed this document, and the liability hereunder shall be joint and several.

Dated at Clark, Washington
Stevenson

Sept 27 A. D. 19 79

HARVEY J. ROEDER
HARVEY J. ROEDER

FRANCES R. ROEDER
FRANCES R. ROEDER

STATE OF WASHINGTON,
County of Clark SEAMANIA } ss.

On this day personally appeared before me HARVEY J. ROEDER AND FRANCES R. ROEDER, husband and wife to me known to be the individual(s) 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 thereby mentioned.

Given under my hand and official seal this 27 day of Sept 1979 A. D.

Ronald F. Johnson
Notary Public in and for the State of Washington
residing at Clark, therein.

REGISTERED:	INDEXED:	SEARCHED:
SERIALIZED:	FILED:	MAILED:

MORTGAGE

89638

Riverview Savings Association
Clark, Washington

STATE OF WASHINGTON
COUNTY OF CLARK

RECEIVED IN CLERK'S OFFICE

AT 2:45 P.M. OCT 2 1979

REGISTRATION NO. 52

AT PAGE 225

CLARK COUNTY, WASH.

SEAMANIA COUNTY, WASH.

COUNTY ADDRESS

RECEIVED IN CLERK'S OFFICE

DEPT TO

Riverview Savings Association
Clark, Washington