BOOK 56 PAGE 829

WASHINGTON MUTUAL SAVINGS BANK

# MORTGAGE

LOAN NUMBER 44-20-2767

NAME(S)
Dennis D. Benson and Debbie A. Benson

BORROWER'S STREET ADDRESS
Steven Road, Washougal, Washington 98671

69814

FILED FOR RECORD AT REQUEST OF:

WASHINGTON MUTUAL SAVINGS BANK

STREET ADDRESS
1201 Main Street

CITY, STATE, ZIP
Vancouver, Washington 98660

OCT 1979
RECEIVED
SKAMANIA COUNTY
AUDITOR
STEVENSON, WA

REGISTERED
INDEXED: DIR.
INDIRECT:
RECORDED:
COMPARED
MAILED

FOR RECORDER'S USE
COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING WAS FILED BY
Wash. Mutual Sav. Bk.
OF Vancouver, Wash.
AT 11:00 A.M. OCT 23 19 79
WAS RECORDED IN BOOK 56
OF Misc AT PAGE 829-30
RECORDS OF SKAMANIA COUNTY, WASH
COUNTY AUDITOR
DEPUTY

Dennis D. Benson and Debbie A. Benson (Mortgagor) hereby mortgages* to
WASHINGTON MUTUAL SAVINGS BANK, ("Bank"), the real property in Skamania County, Washington,
described below, and all interest in it Mortgagor owns.

PER ATTACHED LEGAL DESCRIPTION

Together with the appurtenances, in Section 28, Township 2 North, Range 5 East, County of Skamania, State of Washington
A Tract of land in the Northwest quarter of the Southwest quarter of Section 28, Township 2 North, Range 5 East, W.M., described as follows:
BEGINNING at the Southwest corner of the Northwest quarter of the Southwest quarter of said Section 28, thence South 2° 44' 10" West a distance of 208.62 feet; thence South 89° 15' 21" West a distance of 388.10 feet; thence North 10° 44' 10" East a distance of 239.63 feet thence North 89° 47' 10" East to the point of beginning.
ALSO KNOWN AS Lot 2 of Harold B. Cornet Short Plat, recorded September 28, 1978, in Book 2 of Short Plats, at Page 72, under Auditor's File No. 87879, records of Skamania County, Washington.
SUBJECT TO: 1. Terms, provisions and conditions of Conditional Use Permit dated 9-20-78, recorded under Auditor's File No. 87931, in Book 75 of Deeds, page 5. (Continued on other property.)
2. Road Agreement for ingress and egress as established by instrument recorded 11-18-77, under Auditor's File No. 85301.

together with all improvements and profits from it, all plumbing, lighting, air conditioning and heating apparatus and equipment, and all fencing, trees, floor coverings, built-in furniture, screen doors, awnings, and any mobile home and all its attachments or accessories, at any time relating to the Property or used in connection with such, whether or not any such property is or will be affixed to 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 Kit Golden Sunrise mobile home. Model 66X28
Serial No. (Make) 3301

1. SECURITY. This Mortgage is given to secure the payment of Twenty Thousand Three Hundred Fifty Three and no/100--
Dollars $ 20,353.00** (called the "Loan") with interest as provided in the note which evidences the Loan,
and secures payment of certain fees and costs of Bank as provided in Section 8 of this mortgage, and

*"Mortgage" is a kind of lien which may be given to someone, in this case the Bank, a "lien" or "encumbrance" against property you own. Liens are not personal, by which I mean the property you have "mortgaged" is the document which is given to one of this kind and the "Mortgagor" is the person or persons who give the right to the lien and who sign the "Mortgage."

Unofficial Copy

Unofficial Copy



repayment of money advanced by Bank under Section 4.6 hereof, way to protect the property or the Bank's interest in the Property, All of the

the day it owned the Debt.

2. REPRESENTATIONS OF MORTGAGOR. Mortgagor represents

(a) That is the owner or contract purchaser of the property, and it is unencumbered except by easements, reservations, and restric

rights of record not inconsistent with the use and value of the property, and an existing mortgage or deed of trust given in good faith and for value

the balance of which has been disclosed to the Bank, and

(b) That Property is used principally for agricultural or farming purposes.

3. PROMISES OF MORTGAGOR. Mortgagor promises

(a) To keep and perform each and every promise, and to observe each and every condition to be performed by Mortgagor under the terms of the

Note secured hereby, and not to sell or transfer the Property or any interest in the Property without either paying off the Note or getting the Bank's written

consent as provided in Section 5 hereof, whether or not Bank chooses to consent to any sale or transfer, Bank may notify the same and vary the terms of the Note

the same manner as if it were then dealing with the original Mortgagor and without releasing the original Mortgagor from liability under the Note;

(b) To keep the Property in good condition and repair; not to remove or demolish any building thereon; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit, suffer, or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general;

(c) To provide, maintain, and deliver to Bank fire insurance satisfactory to and with loss payable to Bank. The amount collected under any fire or other insurance policy may be applied by Bank upon any indebtedness secured hereby and in such order as Bank may determine, or at the option of Bank the entire amount so collected or any part thereof may be released to Mortgagor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice;

(d) To keep the Property free and clear of all charges, liens, or encumbrances of any kind whatsoever, except those expressly agreed to be assumed by Mortgagor and those set forth in Section 2 (a) hereof, and to pay when due all claims for labor performed and materials furnished to the Property;

(e) To pay at least ten days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock; to deliver to Bank, within thirty days after the same become due and payable, receipts showing payment thereof; to pay when due all encumbrances, charges, and liens on the Property, with interest, which are or appear to be prior or superior hereto; and to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Bank;

(f) To pay all costs, fees, and expenses of this Mortgage, including the cost of title search as well as other costs and expenses of the Bank incurred in connection with the preparation, execution, recording, and enforcement of this Mortgage, whether or not any lawsuit is filed, including such costs and expenses as the Bank may incur in any bankruptcy proceeding or appeal, and any such amounts shall be secured hereby;

(g) To pay immediately and without demand all sums expended by Bank pursuant to the provisions hereof, with interest from date of expenditure at the maximum amount allowed by law in effect at the date hereof, and to the extent permitted by law all such sums shall be secured by this Mortgage;

(h) To pay, in addition to the sums secured by this Mortgage, any recording fees, transfer taxes or other taxes required to be paid with respect to the Debt secured by this Mortgage;

(i) To pay all costs and expenses, including cost of evidence of title and attorney's fees, in any action or proceeding in which Bank may appear, whether or not any court action is involved, and in any suit brought by Bank to foreclose this Mortgage.

4. DEFAULT. Should default be made in payment of any sum expended by Bank under the authority hereof or in performance of any agreement hereunder, or should default be made in payment of any sum secured hereby or in performance of any agreement contained in the Note secured hereby, or should default occur in any other deed of trust or mortgage upon the Property, or any part thereof, or should any representation of Mortgagor prove untrue in any material respect, or should Mortgagor become insolvent or make a general assignment for the benefit of creditors, or should a receiver be appointed for any part of Mortgagor's property, or should any proceedings be instituted by or against Mortgagor under any bankruptcy or insolvency laws, then Bank may declare the entire Debt immediately due and payable, and may foreclose this Mortgage, and may pursue any other remedy available to it at law or in equity. Time is of the essence hereof.

5. DEFAULT; SALE. In the event of default, Bank may sell the Property or any part thereof at public auction for cash, after giving notice of the time, place, and terms of sale, and of the property to be sold, by publishing a copy of such notice once a week for four consecutive weeks in a newspaper of general circulation published in the county where the Property is located, and by posting copies of such notice at least twenty days before the date of sale in three public places in the county in which the Property is located, and by serving copies of such notice upon Mortgagor, and upon any other person required by law, in the manner and at the times required by law. Bank may postpone sale of all or any portion of the Property by public announcement at the time fixed by any preceding postponement. Bank shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Mortgagor or Bank, may purchase at such sale. After deducting all costs, fees, and expenses of Bank, including costs of evidence of title in connection with sale, Bank shall apply the proceeds of sale to payment of the Debt in such order as Bank, in its sole discretion, may determine. The remainder, if any, shall be paid to Mortgagor. If Bank shall elect to foreclose by advertisement and sale, Bank reserves the right to sell the Property in accordance with the provisions of law then in effect.

6. WAIVERS AND ESTOPPEL. No waiver by Bank shall be effective unless it is in writing and signed by Bank, and then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing, or as a bar to or waiver of any right of action with respect to any future event. Acceptance by Bank of any payment in an amount less than the amount then due on any indebtedness secured hereby shall be deemed an acceptance on account only, and shall not in any way affect the existence of a default hereunder. Bank, its successors or assigns, shall be entitled to rely upon any statement made by Mortgagor as true and correct.

7. MISCELLANEOUS. This Mortgage shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The words used in this Mortgage shall be construed whenever the context so requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. If any provision of this Mortgage is determined to be invalid or unenforceable, that fact shall not invalidate any other provision of this Mortgage, but the remaining provisions shall be valid and enforceable to the fullest extent permitted by law. The captions appearing in this Mortgage are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Mortgage or any provision thereof, or in any way affect the interpretation of this Mortgage. Should any provision of this Mortgage be