899.79

BOOK 56 PAGE 910

WASHINGTON MUTUAL SAVINGS BANK

MORTGAGE

LOAN NUMBER 44-20-2597

NAME(S)
Doris E. Donald and Roger D. Donald

BORROWER'S STREET ADDRESS
MPB 20L Yale Road Washougal, Washington 98671

FILED FOR RECORD AT REQUEST OF:

WASHINGTON MUTUAL SAVINGS BANK

STREET ADDRESS
1201 Main Street

CITY, STATE, ZIP
Vancouver, Washington

REGISTERED
INDEXED: DIR.
INDIRECT:
RECORDED:
COMPARED
MAILED

STATE OF WASHINGTON — RECORDER'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY Wa. Mutual Sav. Bank OF Vancouver, Wa AT 11:00 A.M. Nov 27 1979 WAS RECORDED IN BOOK 56 OF Mtg AT PAGE 910-11 RECORDS OF SKAMANIA COUNTY, WASH.

J.P. Todd
COUNTY AUDITOR

BY B. Babcock
DEPUTY

Doris E. Donald and Roger D. Donald ("Mortgagor") hereby mortgages to WASHINGTON MUTUAL SAVINGS BANK, ("Bank"), the real property in Skamania County, Washington, described below, and all interest in it Mortgagor ever gets:

Per Attached Legal Description

together with all income, rents and profits from it, all plumbing, lighting, air conditioning and heating apparatus and equipment, and all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, and any mobile 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 considered 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.

1975 Homet mobile home Model 48X24
039102601

SECURITY. **Seven Thousand Five Hundred Fifty and no/100----**
Dollars ($ 7,550.00) with interest as provided in the note which evidences the Loan [illegible] this Mortgage, and

the Mortgagor is the person or persons who give the right to the Bank and who sign this Mortgage.

A tract of land in Section 19, Township 2 North, Range 5 East of the Willamette Meridian, described as follows:

The East 495 feet of the North 220 feet of the following tract:

BEGINNING at the Northwest corner of the North half of the Northeast quarter of said Section 19; thence South 440 feet; thence East 1400 feet; thence North 440 feet; thence West 1400 feet, more or less, to the point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities, 20 feet in width, over, under and across an existing roadway, the center line of which commences at the Southwest corner of the tract herein conveyed and extends thence in a Westerly direction across the West 985 feet of the North 440 feet of the North half of said Northeast quarter to ... State Road.

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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 buyer, 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 alone shall impair the lien of this Mortgage for purposes of this Section 3(e).

(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 amount of the [illegible] of the replacement value of the improvements, all [illegible] by Mortgagee's insurer, or in a lesser amount [illegible] 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 comply with any of the covenants in Section 3, including all the terms of any prior contract, mortgage or deed of trust, Bank may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Mortgagor's failure to comply. [illegible] shall bear interest at [illegible] percent per year and be repaid by Mortgagor on demand.

5. **DEFAULTS - SALE.** [illegible]

6. **FEES AND COSTS.** [illegible]

7. **MISCELLANEOUS.** [illegible] If any provision of this Mortgage is determined to be invalid under law, that fact shall not invalidate any other provision of this Mortgage, but the Mortgage shall be construed as if not containing the particular provision or provisions held to be invalid and all the rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

DATED AT **Vancouver** WASHINGTON ON **November 21** 19 **79**

STATE OF WASHINGTON)
) ss.
COUNTY OF **Clark**)

Doris E. Donald

Doris E. Donald

Roger D. Donald

Roger D. Donald

On this day personally appeared before me **Doris E. Donald** and **Roger D. Donald** 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 **21st** day of **November**, 19**79**

Patricia M. Kruger

Notary public in and for the state of Washington, residing at **Vancouver**

CITY, STATE ZIP

Vancouver, Washington

MAILED

AT 11:30 A.M. Nov 22 1979
WAS RECORDED IN BOOK 56
OF Mtg AT PAGE 910-11
RECORDS OF SKAMANIA COUNTY, WASH.
G.L. Todd
COUNTY AUDITOR
BY B. Babcock
DEPUTY

Doris E. Donald and Roger D. Donald ("Mortgagor") hereby mortgages* to WASHINGTON MUTUAL SAVINGS BANK, ("Bank"), the real property in Skamania County, Washington, described below, and all interest in it Mortgagor ever gets:

Per Attached Legal Description

together with: all income, rents and profits from it, all plumbing, lighting, air conditioning and heating apparatus and equipment, and all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, and any mobile 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 considered 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 1975 Homet mobile home, Model 48X24 Serial No. (Make) 039102601

1. SECURITY. This Mortgage secures [illegible] **Seven Thousand Five Hundred Fifty and no/100--- Dollars $ 7,550.00 [illegible] with interest as provided in the note which evidences the Loan. It also secures payment of certain [illegible] Bank as provided in Section 6 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 this right and the "Mortgagor" is the person or persons who give the right to the Bank and who sign the "Mortgage".

A tract of land in Section 19, Township 2 North, Range 5 East of the Willamette Meridian, described as follows:

The East 495 feet of the North 220 feet of the following tract:

BEGINNING at the Northwest corner of the North half of the Northeast quarter of said Section 19; thence South 440 feet; thence East 1480 feet; thence North 440 feet; thence West 1480 feet, more or less, to the point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities, 20 feet in width, over, under and across an existing roadway, the center line of which commences at the Southwest corner of the tract herein conveyed and extends thence in a Westerly direction across the West 985 feet of the North 440 feet of the North half of said Northeast quarter to the East line of Skye Road.

SUBJECT TO easements and rights of way for electric transmission lines and telephone or television facilities granted to Public Utility District No. 1 of Skamania County, a Municipal corporation, by instrument recorded under Auditor's File No. 72907, records of said County.

The parcel being conveyed also being known of Lot 2 of Corrine V. Yule Short Plat, recorded June 26, 1979, in Book 2 of Short Plats, page 111, under Auditor's File No. 89847, records of Skamania County, Washington.

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consent. (In deciding whether or not to consent to any sale or transfer, Bank may apply the same standards with [illegible] 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 alone shall 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, 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 comply with any of the covenants in Section 3, including all the terms of any prior contract, mortgage, or deed of trust, Bank may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Mortgagor's failure to comply. Repayment to Bank of all the money spent by Bank on behalf of Mortgagor shall be secured by this Mortgage, and the amount spent [illegible] interest [illegible] be repayable by Mortgagor on demand.

5. DEFAULTS—SALE. Prompt performance under this Mortgage is essential. If Mortgagor doesn't pay any installment of the Debt on time, or if there is a breach of any of the covenants of this Mortgage or any [illegible] securing the Loan, the Debt and any other money whose repayment is secured by this Mortgage shall immediately [illegible] due and [illegible] option of the Bank. If that happens, Bank may start a lawsuit to foreclose this Mortgage and may take possession of the Property and take any other action the Bank considers appropriate to collect the rents and profits from the Property, [illegible] the rights of a secured party under the Uniform Commercial Code, and may apply all the money it collects against any debt secured by this Mortgage in any order the Bank chooses. In connection with any lawsuit to foreclose this Mortgage, Bank shall have the right to secure appointment of a receiver for the Property and its rents and profits.

6. FEES AND COSTS. Mortgagor shall pay Bank's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable lawyers' fees, in both trial and appellate courts, in any lawsuit lawfully brought to foreclose this Mortgage, in any lawsuit or proceeding which Bank is [illegible] to protect the lien of this Mortgage, and in any other action taken by Bank to collect the Debt, including any disposition of the Property under the Uniform Commercial Code.

7. MISCELLANEOUS. This Mortgage shall benefit and obligate the heirs, devisees, legatees, administrators, executors, successors, and assigns of the parties. The words used in this Mortgage referring to one person shall be read to refer to more than one person if two or more have signed this Mortgage [illegible] this Mortgage. If any provision of this Mortgage is determined to be invalid under law, that fact shall not invalidate any other provision of this Mortgage, but the Mortgage shall be construed as if not containing the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

DATED AT Vancouver WASHINGTON, ON November 21, 19 79

STATE OF WASHINGTON)
) SS.
COUNTY OF Clark)

Doris E. Donald
Roger D. Donald

On this day personally appeared before me [illegible] and Doris E. Donald and Roger D. Donald 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 21st day of November, 19 79

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