WASHINGTON MUTUAL SAVINGS BANK

MORTGAGE

BOOK 56 PAGE 741

LOAN NUMBER 44-20-2741

Donald L. Schindler and Vivian M. Schindler

BOOK 57 PAGE 123

BORROWER'S STREET ADDRESS

Briggs Road Stevenson, Washington 98648

89549 90516

FILED FOR RECORD AT REQUEST OF:

WASHINGTON MUTUAL SAVINGS BANK

STREET ADDRESS

1201 Main Street

CITY, STATE, ZIP

Washington Mutual Savings Bank

REGISTERED	
INDEXED: DIR.	
INDIRECT:	
RECORDED:	
COMPARED	
MAILED	

STATE OF WASHINGTON } ss
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY Stephen Lybeck
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.
GP Todd
COUNTY AUDITOR
BY B Babcock
DEPUTY

MAR 1980
RECEIVED
SKAMANIA COUNTY
AUDITOR
STEVENSON, WASH.

SEP 1979
RECEIVED
SKAMANIA COUNTY
AUDITOR
STEVENSON, WASH.

DONALD L. SCHINDLER AND VIVIAN M. SCHINDLER ("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:

SEE ATTACHED LEGAL DESCRIPTION

LOT 1: RE-RECORD MORTGAGE DATED SEPTEMBER 12, 1979 TO CORRECT LEGAL DESCRIPTION

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

BEGINNING at a ½ inch iron rod at the Northerly Northwest corner of the 'Wesley Monroe Tract' as described in Volume 69, Page 485, Skamania County Deed Records, said point being South 12° 23' 39" West, 638.73 feet from the Northeast corner of said Section 2; thence North 35° 00' 00" West, 245.39 feet to the centerline of a 60 foot easement;

THENCE North 67° 20' 00" East along said centerline, 194.90 feet to the West line of the Iman Road;

THENCE South 23° 00' 27" East along the West line of said Iman Road, 239.15 feet;

THENCE along the arc of a 185 foot radius curve to the right for an arc distance of 13.95 feet;

THENCE South 00° 02' 34" East, 36.79 feet;

THENCE leaving said West line, South 67° 26' 01" West, 138 feet, more or less, to the POINT OF BEGINNING.

Containing 1.02 acres.

SUBJECT TO easements and restrictions of record.

EXCEPT County Roads.

TOGETHER WITH AND SUBJECT TO a 60 foot easement for ingress, egress, and utilities, the centerline of which is the North line of that portion of the above described tract.

Donald L. Schindler

Vivian M. Schindler

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 1980 ~~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 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."

LOT 1: RE-RECORD MORTGAGE DATED SEPTEMBER 12, 1979
TO CORRECT LEGAL DESCRIPTION

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> THENCE leaving said West line, South 67° 20' 01" West, 138 feet, more or less, to the POINT OF BEGINNING.

Containing 1.02 acres.

SUBJECT TO easements and restrictions of record.

EXCEPT County Roads.

TOGETHER WITH AND SUBJECT TO a 60 foot easement for ingress, egress, and utilities, the centerline of which is the North line of that portion of the above described tract.

Donald L. Schindler

Vivian M. Schindler

90516

STATE OF WASHINGTON } SS
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY
OF
AT
WAS RECORDED IN BOOK
OF
RECORDS OF SKAMANIA COUNTY, WASH
COUNTY AUDITOR

INDEXED, DIR.
INDIRECT
RECORDED
COMPARED
MAILED

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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 [illegible] 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". [illegible] 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.

This Property includes a ~~1979~~ 1980 Rex Brookwood mobile home, Model 62X24

Serial No./Make M02430

1. **SECURITY.** This Mortgage is given to secure the payment of Forty One Thousand Seven Hundred Eight and no/100—— Dollars ($ 41,708.00 [illegible] called the "Loan") with interest as provided in the note which evidences the Loan. [illegible] payment of certain fees and costs of Bank as provided in Section 6 of this mortgage, and

* "Mortgage" is a legal term which [illegible] to give [illegible] in this case the Bank, a "lien" or "preferred right" to recover money you owe [illegible] 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".

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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 of 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 on the Property insured by a company satisfactory to Bank against fire and extended coverage perils, and against such other risks as the Bank may reasonably require, in the [illegible] the replacement value of all the improvements on [illegible] by Mortgagor [illegible] and acceptable to Bank [illegible] all insurance [illegible] to show the interest of Bank [illegible]

4. **CURING OF DEFAULTS.** If Mortgagor fails [illegible] Section 3 [illegible] including all the terms of any prior contract, mortgage or deed of trust [illegible] without waiving any other right or remedy it may have for Mortgagor's [illegible] on behalf of Mortgagor shall be secured by this Mortgage [illegible] by Mortgagor on demand.

5. **DEFAULTS — SALE.** [illegible] installment of the Debt on time [illegible] Loan, the Debt and any other money which is secured by [illegible] due and payable at the option of the Bank. If this happens, Bank may start a lawsuit to foreclose [illegible] the Bank [illegible] to collect [illegible] and may apply all [illegible] with any lawsuit to foreclose this [illegible] the Property and [illegible] and profits.

6. **FEES AND COSTS.** [illegible] expenses as allowed by law, and reasonable lawyers' fees in [illegible] in any lawsuit [illegible] this Mortgage, in any lawsuit or proceeding [illegible] the lien of this Mortgage and in any other action taken by Bank to collect the Debt, including [illegible] the Uniform Commercial Code.

7. **MISCELLANEOUS.** This Mortgage [illegible] the heirs, devisees, legatees, administrators, executors, successors, and assigns of the parties hereto. The words used in this Mortgage [illegible] shall be held to refer to more than one person. Two or more have signed this Mortgage or become responsible for doing the things the Mortgage requires. If any provision of this Mortgage is determined to be invalid under law, this 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, **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** and 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 or 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 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 associated 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, [illegible] the Debt, including any amounts due under any prior [illegible] 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 [illegible] except those described in Section 2(a), and to keep the Property free of all encumbrances which may impair Bank's security. [illegible]

[illegible] Mortgage for purposes of this Section 3(e); and

(f) To keep the improvements insured by a [illegible] and extended coverage perils, and against such other risks as Bank may reasonably require [illegible] the replacement value of the improvements [illegible] by Mortgagor [illegible] and accepted by Bank, and to [illegible] policies to be endorsed to show the interest of [illegible]

4. CURING OF DEFAULTS. If Mortgagor fails to [illegible] Section 3, including all the terms of any prior [illegible] Bank may [illegible] without waiving any other right or remedy [illegible] Mortgagor [illegible] Bank on behalf of Mortgagor will be secured by this Mortgage and the amount [illegible] be repayable by Mortgagor on demand.

5. DEFAULTS — SALE. [illegible] If Mortgagor [illegible] Debt [illegible] or if there is a breach of any of [illegible] Mortgage [illegible] money [illegible] the Bank [illegible] that happens, Bank may start a lawsuit to foreclose this Mortgage [illegible] the Property [illegible] the Bank [illegible] to collect [illegible] and may apply all the money [illegible] any lawsuit to foreclose this Mortgage, Bank [illegible] Property [illegible] rents, and profits.

6. FEES AND COSTS. [illegible] Bank [illegible] expenses as allowed by law, and reasonable attorneys' fees [illegible] in any lawsuit [illegible] to foreclose this Mortgage; in any lawsuit or proceeding [illegible] Bank is obliged to [illegible] defend to protect the lien of this [illegible] in any other action taken by Bank to collect the Debt, [illegible] Uniform Commercial Code.

7. MISCELLANEOUS. This Mortgage shall bind and obligate the [illegible] legatees, administrators, executors, successors, and assigns of the parties hereto. The words [illegible] this Mortgage referring to Mortgagor shall be read to refer to more than one person if two or more have signed this Mortgage or become [illegible] this Mortgage in any way. 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 September 12 1979

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 and 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 1979

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