

WASHINGTON MUTUAL
SAVINGS BANK

MORTGAGE

56 PAGE 741

LOAN NUMBER

44-29-2741

BOOK 57 PAGE 123

Donald L. Schindler and Vivian M. Schindler
BISHOP'S STREET APARTS
Bridge Road

Stevensons, Washington 98645

89549 90516

FILED FOR RECORD AT REQUEST OF:

WASHINGTON MUTUAL SAVINGS BANK

1201 Main Street

Washington Mutual Savings Bank

REGISTERED
INDEXED DR.
SEARCHED
RECORDED
COMPARED
MAILED

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WRITING
 INSTRUMENT OF WRITING, FILED BY
Stephen L. Schindler
Attn: Vivian M. Schindler
 AT Post Office Box 31 PA 79
 WAS RECEIVED IN BOOK 56
 ON 10/9 AT PAGE 291-93
 RECORDS OF SKAMANIA COUNTY, WASHINGTON
Jeff Todd
 COUNTY AUDITOR
B. E. Coock

DONALD L. SCHINDLER AND VIVIAN M. SCHINDLER

WASHINGTON MUTUAL SAVINGS BANK, FEBRUARY 1, 1979
SUBMITTED AS A REQUEST FOR A MORTGAGE RECORD
AT THE COUNTY CLERK'S OFFICE

CHIEF LEGAL DESCRIPTION

LOT 2.
TO CHIEF LEGAL DESCRIPTION

A portion of the Felix G. Imar donation lands located in Section 2, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a $\frac{1}{4}$ inch iron rod set in the North and Northwest corner of the 'Wesley Monroe Tract' as described in Volume 67, Page 485, Skamania County Deed Record, said iron rod being South 12° 00' 30" West, 638.73 feet from the Northwest corner of said section; thence North 35° 00' 00" West, 245.11 feet to the centerline of a 60 foot easement;

THENCE North 67° 20' 01" East along said centerline, 134.90 feet to the West line of the Imar road;

THENCE South 23° 00' 27" East along the west line of said road, 139.11 feet;

THENCE along the arc of a 100 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 07° 26' 01" West, 130 feet, more or less, to the POINT OF BEGINNING.

Containing .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. SchindlerVivian M. Schindler

111-17-8-1

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ENDIX / PAGE 24

together with all income, rents and profits, from it, all glazing, 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 possessions, of any kind existing on or used in connection with said 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 the property described above will be called the "Property". Many of the Property is subject to the Uniform Condominium Code; this mortgage is also a Security Agreement which grants Bank as security party, a security interest in all such property.

The Property includes a 1980 A979 Rex Brookwood
Serial No. (Mat#) MD2430

model name Model 62224

1. SECURITY. This Mortgage is given to secure the payment of **Forty One Thousand Seven Hundred Eight and no/100—**
Dollars \$ 41,708.00 I recall 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 "preferential 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: TO RECORD M. PAGE 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 $\frac{1}{2}$ 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 $12^{\circ} 23' 39''$ West, 638.73 feet from the Northeast corner of said Section 2; thence North $35^{\circ} 00' 00''$ West, 245.39 feet to the centerline of a 60 foot easement;

THENCE North $67^{\circ} 20' 00''$ East along said centerline, 194.90 feet to the West line of the Iman Road;

THENCE South $23^{\circ} 00' 27''$ 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 $00^{\circ} 02' 34''$ East, 36.74 feet;

THENCE leaving said West line, South $47^{\circ} 26' 01''$ 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
Donald L. Schindler

Vivian M. Schindler
Vivian M. Schindler

90516

RECEIVED
COUNTY OF SKAMANIA

INSTRUCTIONS FOR RECORDING THIS
LAWFUL CONVEYANCE

RECORDED	INDEXED
SERIALIZED	FILED
RECORDED	
INDEXED	
SERIALIZED	
FILED	

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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, blind, drapes, floor coverings, built-in appliances, and other fixtures, and any mobile home and all its attachments or accessories, at any time installed upon 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 used the "Property" and 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 is located at 19779 Rex Brookwood
Bentonville, Mo. 62X24
Serial No. 2430

1. SECURITY. This Mortgage is given to secure the payment of **Forty One Thousand Seven Hundred Eight and no/100—
Dollars and 41,708.00** and interest thereon at such interest as is stated in the note which evidences the Loan.

2. The signature of agent of either lessor or lessee of Blanks as provided in Section 6 of this mortgage and

"mortgagor" in a legal form will remain to give the Agent and the Bank a right "a preferred right" to recover money you owe them, and do not pay by selling the property you have them paid. 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".

89549

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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 the money is called the "Debt."

2. REPRESENTATIONS OF MORTGAGOR. Mortgagor represents:

(a) He is the owner of record, pure owner of the Property, which is unencumbered except by easements, reservations, and restrictions of record; if inconsistent with the intended use of the Property, an existing encumbrance 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 mining purposes.

3. PROMISES OF MORTGAGOR. Mortgagor promises:

(a) Not taking the property beyond record, not to have, and to remove any of the improvements on the Property without Bank's written consent, and not to sell or transfer the Property without either paying off the Loan or selling the Bank's interest in the Property without the Bank's consent, its dues being whether or not to consider to any loss or damage the Bank may suffer by reason of the qualification of such a prospective buyer as it would then appear to perceive, nothing for consideration. Any alternative to this covenant Bank may require the parties to provide for such due care as may then require to negotiations with a buyer prior to any sale, and the same may be done at any time during the possession or after default of the mortgagor.

(b) To defend the title to the Property against all claims and demands, both known and unknown, that may ever be made upon the Property, and to pay all expenses of defense and to satisfy all judgments rendered against the Property, either before or after judgment, and to indemnify the Bank from and against all expenses and losses, including attorney fees, incurred by the Bank in the collection of the debt or in the defense of any action or proceeding against the Property.

(c) Not to do anything that would impair the value or usefulness of the Property, including the right to make alterations in the Property, to rent the Property, and to make reasonable repairs and improvements, subject to the approval of the Bank, and to hold the same in good condition and repair, and to keep the Property free from all liens and encumbrances, except those created by the Bank.

(d) To pay all taxes, assessments, and other charges and expenses levied or assessed against the Property, and to keep the Property free from all liens and encumbrances, except those created by the Bank.

(e) Not to do anything that would impair the value or usefulness of the Property, including the right to make alterations in the Property, to rent the Property, and to make reasonable repairs and improvements, subject to the approval of the Bank, and to hold the same in good condition and repair, and to keep the Property free from all liens and encumbrances, except those created by the Bank.

(f) To defend the title to the Property against all claims and demands, both known and unknown, that may ever be made upon the Property, and to pay all expenses of defense and to satisfy all judgments rendered against the Property, either before or after judgment, and to indemnify the Bank from and against all expenses and losses, including attorney fees, incurred by the Bank in the collection of the debt or in the defense of any action or proceeding against the Property.

(g) Not to do anything that would impair the value or usefulness of the Property, including the right to make alterations in the Property, to rent the Property, and to make reasonable repairs and improvements, subject to the approval of the Bank, and to hold the same in good condition and repair, and to keep the Property free from all liens and encumbrances, except those created by the Bank.

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DATED AT Vancouver

STATE OF WASHINGTON

COUNTY OF Clark

On this day personally appeared before me

Donald L. Schindler and Vivian M. Schindler,
and who executed the within and foregoing instrument, and acknowledged that they did so in their true and voluntary act and deed
for the uses and purposes therein contained.

WITNESS my hand and affix this 12th day of
September 1979

September 17

79

Donald L. Schindler
Donald L. Schindler
Vivian M. Schindler
Vivian M. Schindler

as are known to be the individuals described
as who executed the within and foregoing instrument, and acknowledged that they did so in their true and voluntary act and deed
for the uses and purposes therein contained.

Patricia M. Kuegele
NOTARY PUBLIC, #5010 for the state of Washington, residing at
Vancouver