90828

WASHINGTON MUTUAL SAVINGS BANK

SK-11933

MORTGAGE

BOOK 57 PAGE 185

LOAN NUMBER 44-20-3035

NAME(S)

Johnnie Joe McCoy and Bonnie S. Baker

BORROWER'S STREET ADDRESS

MPO 56L Cooper Avenue, Underwood, WA 98651

FILED FOR RECORD AT REQUEST OF:

WASHINGTON MUTUAL SAVINGS BANK

STREET ADDRESS

1201 Main Street

CITY, STATE, ZIP

Vancouver, WA 98660

RECORDED:

COMPARED

MAILED

STATE OF WASHINGTON } ss
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY [illegible]

OF [illegible]

AT 2:50 P.M. 6/2 1983

WAS RECORDED IN BOOK 57

OF [illegible] AT PAGE 185

RECORDS OF SKAMANIA COUNTY, WASH.

[illegible]

COUNTY AUDITOR

BY [illegible]

DEPUTY

Johnnie Joe McCoy, an unmarried individual, and Bonnie S. Baker, an unmarried individual

Mortgagor hereby mortgage(s) to WASHINGTON MUTUAL SAVINGS BANK, the following described property in Skamania County, Washington:

Lots 17 and 18 of Townsite of Underwood according to the Official Plat on File and of record in Book "A" of Plats at Page 14, Records of Skamania County Washington.

[illegible]

All of the property ... is subject to the Uniform Commercial Code, the mortgage ... secured party's security interest in all such property.

1980 Rex Pacifica

Model 66 x 28

Serial No. SD 2787

1. SECURITY. This Mortgage is given to secure the payment of THIRTY SIX THOUSAND SIX HUNDRED TWENTY EIGHT & NO/100 Dollars ($ 36,628.00) ... with interest as provided in the note which evidences the loan ... and also secures payment of certain fees and costs of the 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 the money you owe them ... 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".

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 applying 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, an appraisal of the Property and payment of all closing costs and fees in connection with the transfer.

[illegible]

DATED AT Vancouver , WASHINGTON, ON May 29 , 19 80

STATE OF WASHINGTON)
) ss.
COUNTY OF Clark)

Johnnie Joe McCoy

Johnnie Joe McCoy

Bonnie S. Baker

Bonnie S. Baker

On this day personally appeared before me Johnnie Joe McCoy and Bonnie S. Baker 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 29th day of May 1980

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

SK-11933.

WASHINGTON MUTUAL SAVINGS BANK

MORTGAGE

BOOK 57 PAGE 185

LOAN NUMBER 44-20-3035

NAME(S)

Johnnie Joe McCoy and Bonnie S. Baker

BORROWER'S STREET ADDRESS

MPO 561 Cooper Avenue, Underwood, WA 98651

FILED FOR RECORD AT REQUEST OF:

WASHINGTON MUTUAL SAVINGS BANK

STREET ADDRESS

1201 Main Street

CITY, STATE, ZIP

Vancouver, WA 98660

REGISTERED
INDEXED: DIR.
INDIRECT:
RECORDED:
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE

STATE OF WASHINGTON } ss
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY M. Co. Title Co.
OF Stevenson, Wash.
AT 2:50 P.M. 6/2 1980
WAS RECORDED IN BOOK 57
OF Mtgs AT PAGE 185
RECORDS OF SKAMANIA COUNTY, WASH.

COUNTY AUDITOR

BY DEPUTY

Johnnie Joe McCoy, an unmarried individual, and Bonnie S. Baker, an unmarried individual ("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:

Lots 17 and 18 of Townsite of Underwood according to the Official Plat on File and of record in Book "A" of Plats at Page 14, Records of Skamania County Washington.

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 Rex Pacifica mobile home Model 66 x 28
Serial No. (Make) SD 2787

1. **SECURITY.** This Mortgage is given to secure the payment of THIRTY SIX THOUSAND SIX HUNDRED TWENTY EIGHT & NO/100 Dollars ($ 36,628.00) (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 8 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."

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 would 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 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 [illegible] amount of the Debt or the full [illegible] replacement value of the improvements as [illegible] by Mortgagor, and to [illegible] in a [illegible] amount [illegible] by such [illegible] and accepted by Bank, and to cause all insurance policies to be endorsed to show the interest of Bank to be [illegible] to Bank.

4. CURING OF DEFAULTS. If Mortgagor fails to [illegible] 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 [illegible] payment without waiving any other right or remedy it may have for Mortgagor's failure to comply. [illegible] by Bank on account of [illegible] shall be secured by this Mortgage, and [illegible] shall bear interest at [illegible] per year and be repayable [illegible] on demand.

5. DEFAULTS—SALE. Prompt performance [illegible] if there is a breach of any of the promises [illegible] this Mortgage [illegible] the Debt and any other money [illegible] secured by this Mortgage [illegible] due and payable [illegible] the Bank [illegible] start a lawsuit to foreclose this Mortgage [illegible] the Property and take any other [illegible] the rents, issues and profits [illegible] rights of a secured party [illegible] Uniform Commercial Code [illegible] apply all the money [illegible] against the Debt [illegible] this Mortgage [illegible] any lawsuit to foreclose this Mortgage, Bank shall have the right to secure appointment of a receiver for the Property and its income, rents, and profits.

6. FEES AND COSTS. Mortgagor shall pay Bank's reasonable costs of searching records, other reasonable expenses as allowed by law, and reasonable lawyers' fees; in any lawsuit brought to foreclose this Mortgage; in any lawsuit or proceeding which Bank is obliged to prosecute or defend 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 hereto. 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 or become responsible for doing the things this Mortgage requires. 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 **May 29** 19 **80**

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

Johnnie Joe McCoy
Johnnie Joe McCoy

Bonnie S. Baker
Bonnie S. Baker

On this day personally appeared before me **Johnnie Joe McCoy** and **Bonnie S. Baker**, 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 29th day of May 1980

[signature]
Notary public in and for the State of Washington, residing at
Vancouver