

90369

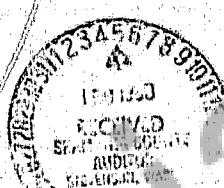
3-7-60 THIS MORTGAGE, Made this
St 1/13 L. W. MICHAELS, JR.

BOOK 57 PAGE 38
day of January, 1980, by

Mortgagor, to DONALD L. MODE and IRMA J. MODE, husband and wife.

Mortgagor,
WITNESSETH, That said mortgagor, in consideration of the amount set forth in
Promissory Note attached, **mortgage** **Dollars**,
to him paid by said mortgagee, does hereby ~~grant~~ ~~convey~~ ~~assign~~ unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Skamania County, State of Washington and described as follows, to-wit:

THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH,
RANGE 7 EAST OF THE WILLAMETTE MERIDIAN



Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and, any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagor, his heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of

promises made in writing which include the following is a substantial copy:

\$ 134,369.67 TWO (2) years

Roseburg, Oregon, January 1980

after date, I (or it more than one maker) we jointly and severally promise to pay to the order of DONALD L. MODE and IRMA J. MODE, or the survivor

at Roseburg, Oregon

\$ 134,369.67/100

DOLLARS.

with interest thereon at the rate of 10% per annum from date hereof until paid; interest to be paid annually 1/16/81 and if not so paid, all principal and interest, at the option of the holder of this note to become immediately due and payable, and same may be paid at any time. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder reasonable attorney's fees and collection costs, even though no suit or action is filed; if a suit or an action is filed, the amount of one-half reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

The entire unpaid balance is due in full upon the sale, assignment or encumbrance of any interest of Promisor in the real estate securing this note.

/s/ L. W. Michaels, Jr.

L. W. Michaels, Jr.

FORM NO. 212—PROMISSORY NOTE

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to wit:

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto except easements of record (Forest Land), taxes as due, interest of Al White & Co. Lumber file # B9051 and will warrant and defend the same against all persons, that he will pay said note, principal and interest, according to the terms thereof, that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and payable and before the same may become delinquent; that he will promptly pay and satisfy any and all taxes or encumbrances that are or may become due on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss of damage by fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor on their respective interests, as may appear; all policies of insurance shall be delivered to the mortgagee as soon as issued. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same of mortgagor's expense; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office of record, as well as the cost of all recording fees made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:
 (a) primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),
 (b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that, a failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagor shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagor shall, at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagor for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagor at any time while the mortgagor neglects to repay any sums so paid by the mortgagor. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagor for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered thereon, mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that the mortgagor or mortgagor may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

IMPORTANT NOTICE: Delete, by lining out, whichever warranty for (b) is not applicable, if warranty (c) is applicable and if the mortgagee is a creditor, as such term is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures, for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Nigg Form No. 1305, equivalent, if this instrument is NOT to be a first lien, use Stevens-Nigg Form No. 1306, equivalent.

STATE OF OREGON,

County of [REDACTED]

Personally appeared the above named

and acknowledged the foregoing instrument to be

voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires

My commission expires July 1, 1983

(Official Seal)

MORTGAGE

FORM NO. 1304

STEVENS NIGG LAW PUB CO., PORTLAND, OREGON

60

AFTER RECORDING RETURN TO

REGISTERED	SEARCHED
INDEXED	FILED
SERIALIZED	INDEXED
COPIED	FILED
COMPILED	INDEXED
MAILED	FILED
SEARCHED FOR RECORDER'S USE	

STATE OF OREGON
County of [REDACTED] SS.

I certify that the within instrument was recorded for record on the 5th day of February, 1980, at 10:40 o'clock A.M., and recorded in book/reel/volume No. 57, on pages 38-39, or as document/fee/file/instrument/microfilm No. 90349, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By [REDACTED] Deputy
[Signature]

90369

3-1-1980 THIS MORTGAGE, Made this
13/1/81 L. W. MICHAELS, JR.BOOK 57 PAGE 38
day of January, 1980, by

Mortgagor, to DONALD L. MODE and IRMA J. MODE, husband and wife.

Mortgagor,
WITNESSETH, That said mortgagor, in consideration of amount set forth in
 Promissory Note attached mortgage Dollars,
 to him paid by said mortgagee, does hereby ~~grant, warrant, and convey~~ unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Skamania County, State of Washington bounded and described as follows, to-wit:

THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 3 NORTH,
 RANGE 7 EAST OF THE WILLAMETTE MERIDIAN



Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of promissory note, of which the following is a substantial copy:

\$ 134,369.67 Two (2) years

Roseburg, Oregon, January . 1980
 after date, I (or if more than one maker) we jointly and
 severally promise to pay to the order of DONALD L. MODE and IRMA J. MODE, or the
 survivor

\$ 134,369.67/100

DOLLARS,

with interest thereon at the rate of 10% per annum from
 annually 1/16/81 and it not so paid, all principal and interest, at the option of the holder of this note, to become immediately due and collectible. Any part hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, this
 promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; if a suit or
 an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any
 appeal therein, is tried, heard or decided.

The entire unpaid balance is due
 in full upon the sale, assignment or
 encumbrance of any interest of Promiser
 in the real estate securing this note.

/S/ L. W. Michaels, Jr.

L. W. Michaels, Jr.

FORM NO. 216—PROMISSORY NOTE.

SYLVANIA LAW FIRM, SYLVANIA, OREGON

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled semi-annual payment becomes due, to wit:

19

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seated in fee simple of said premises and has a valid, unencumbered title thereto except easements of record.

(Forest Land) taxes as due interest of Al White & Co. Lumber file # 39051
 and will warrant and forever defend the same against all persons; that he will pay and hold, notwithstanding any interest, according to the terms thereof, that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and payable and before the same may become delinquent; that he will promptly pay and satisfy any bid at sale or encumbrance that is or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now if the mortgagor shall fail to pay any sum to protect any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same at mortgagor's expense that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all fees, expenses made by filing offices or searching agencies as may be deemed desirable by the mortgagee.

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are
 (a) primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),
 (b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than
 agricultural purposes.

Now, therefore, it is agreed that the mortgagor shall keep and perform the covenants herein contained and shall pay said rents according to its terms, this conveyance shall be valid, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagor shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagor may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagor for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagor at any time while the mortgagor neglects to repay any sums so paid by the mortgagor. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagor for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein, mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums so to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that the mortgagor or mortgagees may be more than one person; and if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

[Handwritten signature]

IMPORTANT NOTICE: Unless, by filing suit, whatever warranty (a) or (b) is not applicable, if warranty (a) is applicable and if the mortgagor is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagor MUST comply with the Act and make the required mandatory disclosures; for this purpose, if this instrument is to be a FIRST lien on title, the certificate of recording see Stevens Neck Form No. 1303, or equivalent, if this instrument is NOT to be a first lien, see Stevens Neck Form No. 1304, or equivalent.

STATE OF OREGON,

County of Clatsop,

Personally appeared the above named

and acknowledged the foregoing instrument to be

voluntary act and deed.

Before me

Notary Public for Oregon My commission expires July 1, 1983

MORTGAGE

(FORM NO. 106A)

STEVENS NECK LAW FIRM, P.C., PORTLAND, ORE.

TO:

AFTER RECORDING RETURN TO

REGISTERED	✓
INDEXED	✓
FILED	✓
RECORDED	✓
SEARCHED	✓
MAILED	✓
RECEIVED	
FOR RECORDER & USE	

STATE OF OREGON }
County of Clatsop } ss.

I certify that the within instrument was received for record on the 5th day of June, 1983, at 10:40 o'clock A.M., and recorded in book/reel/volume No. 57 on page 559... or as document/filed/title instrument/microfilm No. 70367... Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By *JP Todd* *Deputy Auditor*
By Blabcock *Deputy*