

\$1257
WASHINGTON MUTUAL
SAVINGS BANK

MORTGAGE

BLOCK 57

PAGE 411

LOAN
NUMBER

14-28-1973

NAMES

JESSE J. BYERS AND EULA M. BYERS

BORROWER'S STREET ADDRESS

N. P. 2, 1/4 M. Duncan Creek Road, Skamania, Washington 98648

THIS SPACE RESERVED FOR FEDERAL TAX USE

INMUTY OF SKAMANIA / 10

I HEREBY CERTIFY THAT THE FOLLOWING

INSTRUMENT OF WRITING FILED BY

Washington Mutual Bank
OF Vancouver, WA

AT 11:00 A.M. SEPTEMBER 16, 1978

FAG RECORDED IN BOOK 111

EF NO. 102 AT PAGE 411

COURT OF SKAMANIA COUNTY, WASH.

S.P. Tad

COUNTY AUDITOR

19 Look

RECORDED

JESSE J. BYERS AND EULA M. BYERS

WASHINGTON MUTUAL SAVINGS BANK, ("Bank"), the real property in
described below, and all interest in it Mortgagor ever gets:

Skamania

("Mortgagor") hereby mortgages to
County, Washington,

Lot 1 Downer's Short Plat, revised; of the Southeast quarter of the Northwest quarter
West of Duncan Creek in Section 28, Township 2 North, Range 6 E.W.M., recorded May 26,
1978 under Auditor's File No. 86448, 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 prop-
erty, 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 1977 Skyline Mobile Home 14 x 70 mobile home, Model
Serial No. (Make) #0195-0245 K.

1. SECURITY. This Mortgage is given to secure the payment of **FOUR THOUSAND SEVEN HUNDRED AND NO/100**
Dollars (\$4,700.00) (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

REGISTERED
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SEARCHED:
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COPIED:

"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) She 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, including whether or not to consent to any sale or transfer, Bank may apply the same standards with respect to the qualifications of the prospective buyer as it would then apply to persons applying for a new loan. As a condition to its consent Bank may require the parties to agree to if 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 any new loan.

(b) To allow representatives of the Bank to inspect the Property at any reasonable hour, subject to reasonable notice, and to make a record of documents, bonds and restrictions affecting the Property.

(c) To pay on time all taxes and assessments on the Property in accordance with the usual practices of the Bank and, 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 or related document or agreement relating to the property or any part of it.

(e) To see to it that this Mortgage contains a valid chain of title for the Property. Subject to the title of the Seller, Mortgagor will keep the Property free of all encumbrances which may impair Bank's interest in it, subject to the following: Mortgagor will not convey other than those described in Section 8 over the Property as a bona fide gift or in acts of bona fide inheritance, or any other acts not giving the holder of this Mortgage for purposes of this Section 8, and,

(f) To keep the property insured as required by law, and by Bank in such amounts and in such manner as Bank may direct, so that upon loss or damage, the insurance may reasonably reimburse the person entitled thereto the full amount of the insurables as determined by Mortgagor's interest in it, if it becomes necessary to file a claim or action, and in all cases, and in all documents, to do whatever is necessary to insure the insurance and to keep it in force.

4. TURNED OF DEFAULT. If Mortgagor fails to make timely payments of principal and interest, or if Mortgagor fails to pay any taxes, or if Mortgagor fails to keep the property in good repair, or if Mortgagor fails to keep the title to the property free of all encumbrances, then, notwithstanding anything in this Mortgage, or in any instrument referred to in this Mortgage, to the contrary, Mortgagor shall be in default of this Mortgage, and no grace period shall be given, but the Bank may take immediate action to foreclose and collect the sum due.

5. SALE PLUS - SALE. Mortgagor agrees to sell, assign, transfer and convey to the Bank the entire interest in the Mortgaged Property as provided in this Mortgage, for the sum of \$45,000.00 plus one-half percent of the principal amount of the sum advanced by the Bank to Mortgagor. Mortgagor further agrees to pay all taxes and assessments, including any taxes or assessments which may become payable after the date of the transfer, and to pay all expenses incident to the sale, including attorney's fees, court costs, title and legal expenses, and all other expenses connected with the sale, and to pay any amounts due or to become due on the principal amount of the sum advanced by the Bank to Mortgagor, and the Bank shall be entitled to receive payment of a fee equal to five percent of the principal amount advanced by the Bank to Mortgagor.

6. FEES AND COSTS. Mortgagor agrees to pay all fees and costs incurred by the Bank in connection with this Mortgage, including attorney's fees, court costs, title and legal expenses, and all other expenses connected with the sale of the Mortgaged Property, and the Bank may charge to Mortgagor for reasonable compensation for services performed by the Bank.

7. MISCELLANEOUS. This Mortgage shall bind and govern the holders of the debt, successors, assigns, executors, administrators, heirs, and assigns of the Persons named herein or in this Mortgage. Mortgagor shall be liable for debts due to those Persons prior to his death, or if he has signed this Mortgage, for debts resulting from this Mortgage thereafter. If any provision of this Mortgage is deemed to be invalid under law, that fact shall not invalidate any other provision of this Mortgage, but the Mortgage shall be construed so as to give effect to the particular provision or provisions held to be invalid, and all rights, rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

DATED AT Vancouver

WASHINGTON ON

September 15

'80

STATE OF WASHINGTON

COUNTY OF Clark

JESSE J. BYERS
EULIA H. BYERS

Do this day personally appeared before me

Jesse J. Byers

Eula H. Byers
and
unto me known to be the individuals described in
and who executed the within 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 15 day of

September 1980

John D. Kline
Notary public in and for the state of Washington, residing
Vancouver

91257

WASHINGTON MUTUAL
SAVINGS BANK

MORTGAGE

BOOK 57

PAGE 411

LOAN
NUMBER
31-26-3879

NAME(S)

JESSE J. BYERS AND EULA M. BYERS

BORROWER'S STREET ADDRESS

N. P. 2.142 Downer Creek Road, Skamania, Washington

FILED FOR RECORD AT REQUEST OF:

WASHINGTON MUTUAL SAVINGS BANK

STREET ADDRESS

1201 Main Street

CITY, STATE, ZIP

Vancouver, Washington 98660

THIS SPACE RESERVED FOR RECORDER'S USE
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WRITTEN

INSTRUMENT OF WRITING, FILED BY

Washington Mutual Sav.
of Vancouver, Wa.

17. 1100 A.M. last 16 May 80

HAS BEEN FILED IN BOOK 57

(IF STAMPED) AT PAGE 411

COUNTS OF SKAMANIA COUNTY, WASH.

21 P. Todd

COUNTY AUDITOR

J. L. Cook

RECORDED

JESSE J. BYERS AND EULA M. BYERS

WASHINGTON MUTUAL SAVINGS BANK, ("Bank"), the real property in Skamania County, Washington,

described below, and all interest in it Mortgagor ever gets:

Lot 1 Downer's Short Plat, revised; of the Southeast quarter of the Northwest quarter West of Duncan Creek in Section 28, Township 2 North, Range 6 E.W.M., recorded May 26, 1978 under Auditor's File No. 86448, 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 1977 Skyline Mobile Home 14 x 70 mobile home, Model Serial No (Model) #0195-0245 K

1. SECURITY. This Mortgage is given to secure the payment of **FOUR THOUSAND SEVEN HUNDRED AND NO/100 Dollars \$4,700.00** (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

REGISTERED
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"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 in otherwise to protect the Property or the Bank's Interest in the Property. All or This month is called the "Lien".

2. REPRESENTATIONS OF MORTGAGOR. Mortgagor represents:

(a) She is the owner or contract purchaser of the Property, which is unencumbered except by assessments, easements, 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 commit any of the improvements on the Property without Bank's written consent; and not to alienate (transfer the Property) if any interest in the Property within fifteen (15) days of getting the same in writing, unless we do something about it or to obtain a new Bank's consent. Bank's consent shall not be given unless to the satisfaction of the Lender that the new buyer, etc., as it would then apply to persons making arrangements with us. Any amendment to a document Bank's consent is given to in such document or mortgage instrument relating to conditions of a loan or other such arrangements must be submitted to the Lender for approval before the changes will become effective.

(b) To show to representatives of the Bank from time to time the Progress of any improvements made to the Property and to submit to them, copies of all contracts, bills and instruments affecting the Property.

(c) To pay to the Bank all taxes and assessments now and hereafter levied upon the Property by any government, county, city or town under any prior statute, ordinance or law of any country, the Property being subject to all such taxes and assessments.

(d) To perform in full all terms, covenants and conditions of this Note and of this Mortgage for the benefit of Bank in respect of every part of it.

(e) To see to it that this Mortgage or Note, or any bond, debenture, certificate of participation, or other securities given to Bank by the Mortgagor, and the Property itself, are held by her in trust for the benefit of Bank only, and that she does not alienate the Property or any interest therein, except as heretofore provided or as may subsequently be agreed to by the Lender; and that she will not make any assignment, conveyance, transfer or hypothecation of any interest in this Mortgage for purposes of less than \$1000.

(f) In any event of change in the ownership of the Property, whether by sale, transfer, gift or otherwise, to notify the Lender of the change in ownership of the Property and to furnish him with such information as the Lender may require concerning the new owner(s) of the Property and any other facts which the Lender may desire to know in respect of the new owner(s) of the Property.

(g) To give the Lender any and all information concerning the financial condition of the Mortgagor, and any and all information concerning any other person or persons holding any interest in the Property, and any and all information concerning any other property of the Mortgagor which may be required by the Lender for purposes of protecting his interest in the Property.

4. CURE OF DEFECTS.

Should there be any defect in the title to the Property, the Mortgagor will do everything in her power to cure such defect, at her own expense and risk, within thirty (30) days after notice of such defect given to her by the Lender. If such defect is not cured within such time, the Lender may cure such defect at the expense of the Mortgagor, and the amount so expended, plus costs of collection, shall be a debt due and owing by the Mortgagor to the Lender.

5. DEFAULT - BANK.

If Mortgagor fails to pay when due any sum due under this Note or if Mortgagor fails to pay when due any sum due under this Mortgage or if Mortgagor fails to pay when due any sum due under any other instrument or agreement between the Mortgagor and the Lender, then the Lender may, in addition to any other rights or remedies available to the Lender, declare this Note or this Mortgage or any part thereof, or all of either, to be due and payable and to foreclose the same or to repossess the Property or any interest therein or to exercise any other right or remedy available to the Lender.

E. FEES AND COSTS. Mortgagor agrees to pay to the Lender the amount of all reasonable costs and expenses incurred by the Lender in connection with this Note and/or this Mortgage, including, but not limited to, attorney's fees, court costs, filing fees, recording fees, filing fees, and all costs of defense and all legal expenses arising out of any action or proceeding brought by the Lender to collect the sum due under this Note or this Mortgage, or to foreclose the same, or to collect any judgment obtained in such action or proceeding.

F. MILITARY LEAVE. This Mortgage shall remain valid during the period of absence of the Mortgagor on active duty as a member of the Armed Forces of the United States in accordance with any applicable law, and during the period of absence of the Mortgagor on inactive duty in accordance with any applicable law. If, in the opinion of this Lender, any provision of this Note or this Mortgage is rendered invalid under law, as far as it goes, by reason of any other law, rule or regulation, then such provision shall be deemed to have been omitted from this Note or this Mortgage.

DATED AT: Vancouver

Vancouver, Washington

September 15

80

STATE OF WASHINGTON

JESSE J. BYERS

COUNTY OF Clark

ELA M. BYERS

On this day personally acknowledged before me

Jesse J. Byers

Ela M. Byers

and who executed the above and foregoing instrument, and acknowledged that they signed the same in their free and voluntary act and done for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 15 day of

September

1980

In the State of the State of Washington, having in
her hands an instrument for the execution of the aforesaid
Instrument, witnessed and acknowledged before me, and on
the 15th day of September 1980, the day and year above written,
and this instrument was signed by the parties thereto.

Linda J. Kellum
Notary Public in and for the State of Washington, Noting at
Vancouver