91257

WASHINGTON MUTUAL SAVINGS BANK

BOOK 57 PAGE 411

MORTGAGE

LOAN NUMBER 34-28-3979

NAME(S)
JESSE J. BYERS AND EULA M. BYERS

BORROWER'S STREET ADDRESS
M. P. 2.148 Duncan Creek Road, Skamania, Washington 98648

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
STATE OF WASHINGTON
COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY Washington Mutual Sav
OF Vancouver, Wa.
AT 11:00 A.M. Sept 16 1980
WAS RECORDED IN BOOK 57
OF Mtg AT PAGE 411
RECORDS OF SKAMANIA COUNTY, WASH.
G. P. Todd
COUNTY AUDITOR
D. Look
DEPUTY

JESSE J. BYERS AND EULA M. BYERS ("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:

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.

SEP 1980
RECEIVED
SKAMANIA COUNTY
AUDITOR
STEVENSON, WASH

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. (Make) #0195-0245 K

REGISTERED
INDEXED: DIR.
INDIRECT:
RECORDED:
COMPARED

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

*"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 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 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 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 original amount of the Loan or the replacement value of the improvements as determined by Mortgagor's insurer, or in a lesser amount [illegible] by such insurer and accepted by Bank, and to cause all insurance policies to be endorsed to show the interest of and to be delivered to Bank.

4. CURING OF DEFAULTS. If Mortgagor fails to comply with 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 required to comply with any such covenants without waiving any other right or remedy it may have for Mortgagor's failure to comply. Repayment to Bank of all the money spent by Bank on behalf of Mortgagor shall be secured by this Mortgage, and the amount spent shall bear interest at the rate of twelve (12) percent per year and be repayable by Mortgagor on demand.

5. DEFAULTS—SALE. Prompt performance under this Mortgage is essential. If Mortgagor doesn't pay any installment of the Debt on time, or if there is a breach of any of the covenants of this Mortgage or any other document securing the Loan, the Debt and any other money whose repayment is secured by this Mortgage shall immediately become due and payable at the option of the Bank. In such event, Bank may start a lawsuit to foreclose this Mortgage and may take possession of the Property and take any other action the Bank considers appropriate to collect the rents and profits from the Property, including by exercising the rights of a secured party under the Uniform Commercial Code, and may apply the money it collects against any debt secured by this Mortgage in any order it chooses. In 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 cost of searching records, other reasonable expenses as allowed by law, and reasonable lawyers' fees, in both trial and appellate courts, in any lawsuit or action brought to foreclose this Mortgage; in any lawsuit or proceedings 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 **September 15**, 19**80**

STATE OF WASHINGTON)
) SS
COUNTY OF **Clark**)

Jesse J. Byers
JESSE J. BYERS

Eula M. Byers
EULA M. BYERS

On this day personally appeared before me **Jesse J. Byers** and **Eula M. Byers**, 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 **15** day of **September**, 19 **80**

Sandra J. Kuras
Notary public in and for the State of Washington, residing at **Vancouver**

91257

BOOK 57 PAGE 411

WASHINGTON MUTUAL SAVINGS BANK

MORTGAGE

LOAN NUMBER [illegible]

NAME(S) JESSE J. BYERS AND EULA M. BYERS

BORROWER'S STREET ADDRESS [illegible] Duncan Creek Road, Skamania, Washington [illegible]

FILED FOR RECORD AT REQUEST OF:

WASHINGTON MUTUAL SAVINGS BANK

STREET ADDRESS

1201 Main Street

CITY, STATE, ZIP

Vancouver, Washington 98660

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COUNTY OF SKAMANIA

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[illegible] Todd

COUNTY AUDITOR

[illegible] Look

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SEP 1980 RECEIVED SKAMANIA COUNTY AUDITOR STEVENSON, WASH.

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3. PROMISES OF MORTGAGOR. Mortgagor promises:

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(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.

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(f) To keep the improvements insured by a company [illegible] against fire and extended coverage perils, and against such other risks as Bank may reasonably require, in the [illegible] of the full replacement value of the improvements as determined by Mortgagor's insurer, or in a lesser amount [illegible] by such insurer and accepted by Bank, and to cause all insurance policies to be endorsed to show the interest of and to be [illegible].

4. CURING OF DEFAULTS. If Mortgagor fails to [illegible] of any [illegible] in Section 3, including all the terms of any prior contract, mortgage, or deed of trust, Bank may take any action [illegible] without waiving any other right or remedy it may have for Mortgagor's failure to comply. [illegible] money spent by Bank on behalf of Mortgagor [illegible] secured by this Mortgage, and the amount spent shall bear interest at the [illegible] percent per year and be repaid [illegible] on demand.

5. DEFAULTS—SALE. Prompt performance under this Mortgage is essential. If Mortgagor [illegible] on time, or if there is a breach of any of the [illegible] of this Mortgage or any other document securing [illegible] repayment is secured by this Mortgage shall immediately become due and payable at the option of the Bank [illegible] they shall a lawsuit to foreclose this Mortgage and may take possession of the Property and take any other action the Bank considers appropriate to collect the rents and profits from the Property, including exercising the rights of a secured [illegible] the money it collects against any Debt secured by this Mortgage in any order the Bank [illegible] lawsuit to foreclose this Mortgage, Bank shall have the right to secure appointment of a receiver for the Property and [illegible].

6. FEES AND COSTS. Mortgagor shall pay Bank's reasonable cost of searching records, other [illegible] as allowed by law, and reasonable lawyers' fees, in both trial and appellate courts, in any lawsuit lawfully 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 September 15 80

STATE OF WASHINGTON)
) ss.
COUNTY OF Clark)

Jesse J. Byers

JESSE J. BYERS

Eula M. Byers

EULA M. BYERS

On this day personally appeared before me Jesse J. Byers and Eula M. Byers 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 15 day of September 19 80

Sandra Jo Kulas

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