

90304

WASHINGTON MUTUAL  
SAVINGS BANK

MORTGAGE

BOOK 51

PAGE 50

LOAN NUMBER 64-26-2945

NAME(S)

KATHERINE A. KRALL AND EDWARD M. KRALL

BORROWER'S STREET ADDRESS

D.65 R. Kelly Henke Road, Stevenson, Washington 93564

FILED FOR RECORD AT REQUEST OF:

WASHINGTON MUTUAL SAVINGS BANK

MILITARY ADDRESS

1201 Main St.

Vancouver, W.

98660

REGISTERED
INDEXED: COR
SEARCHED: CTR
RECORDED
SERIALIZED
FILED



Katherine A. Krall and Edward M. Krall

WASHINGTON MUTUAL SAVINGS BANK, Banker, the real property in  
described below and all interest in it Mortgagor does gets

Skamania

(Mortgagor) hereby mortgages to  
County, Washington,

per attached legal

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 3 NORTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, THE AFORESAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE SOUTH  $00^{\circ} 33' 58''$  WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER 189.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID LINE SOUTH  $00^{\circ} 33' 58''$  WEST 480.96 FEET; THENCE LEAVING SAID LINE DUE WEST 330.90 FEET TO A POINT ON THE CENTERLINE OF A COUNTY ROAD KNOWN AND DESIGNATED AS THE KELLY-HENKE ROAD; THENCE NORTH  $34^{\circ} 54' 08''$  EAST 238.00 FEET; THENCE NORTH  $13^{\circ} 33' 00''$  EAST 211.84 FEET; THENCE NORTH  $19^{\circ} 11' 42''$  EAST 84.50 FEET; THENCE LEAVING SAID LINE DUE EAST 122.06 FEET TO THE POINT OF BEGINNING AND TERMINUS OF THIS DESCRIPTION.

EXCEPTING THEREFROM A COUNTY ROAD RIGHT-OF-WAY BEING 20.00 FEET IN WIDTH OVER AND ACROSS THE WESTERLY 20.00 FEET OF THE ABOVE-DESCRIBED TRACT.

THIS IS A COPY MADE FOR HELEN S. MILLER

STATE OF WASHINGTON  
COUNTY OF SKAMANIAI HEREBY CERTIFY THAT THE  THE

INSTRUMENT OF RECORDING FILED BY

H. C. Ettinger

OF Stevenson, Wash.

AT 4:15 P.M. 10/13/68

WAS RECORDED IN BOOK 57

OF Wise AT PAGE 55

RECORDS OF SKAMANIA COUNTY, WASH.

H. C. Ettinger

COUNTY AUDITORS

SUBSCRIBED

PT

EF-11786

BOOK 57 PAGE 51

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 Hillcrest 28 x 70 mobile home, Model Serial No. (Make) #0283-0308-N

**1. SECURITY.** This Mortgage is given to secure the payment of **\*\*Thirty Eight Thousand Fifty Seven and no/100 - - - - -** Dollars (\$ 38,057.00) (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 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 the money is called the "Debt".

**2. REPRESENTATIONS OF MORTGAGOR.** Mortgagor represents:

(a) It 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, duly record filed and for which 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 remove, alter or deteriorate any of the improvements to the Property without Bank's written consent, and not to sell or transfer the Property or any interest in the Property without giving notice to the Bank in writing prior to the date of sale or transfer, unless the Bank consents. In deciding whether or not to consent to any sale or transfer, Bank may require the same to be made at the time and place to 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 change title to such things as it might then require in connection with a new loan, such as small vehicles and fixtures, instruments, or the prospective buyers' evidence of the location of the Property and payment of an examination fee and fees, expenses and costs of title insurance, title examination, title abstract, recording and filing services and other expenses of title protection, and for such other amounts as it deems necessary to protect the Bank's interest in the Property;

(b) To allow reasonable access of the Bank to inspect the Property at any reasonable hour, during normal business hours, for the purpose of examining, inspecting, or testing the Property or any part thereof, and to permit the Bank to make any changes, alterations, improvements, or removals thereto which the Bank deems necessary or expedient;

(c) To pay on time all taxes and assessments on the Property and to pay all debts, obligations and expenses incident thereto, and to pay any taxes, assessments or charges imposed on the Property or any part thereof, by any taxing authority, and to pay in full all other debts, obligations and expenses incident to the property and to the operation of the business conducted thereon;

(d) To perform all terms and conditions contained in any lease or tenancy agreement relating to the Property, and to give the Bank notice of any termination or cancellation of any such lease or tenancy agreement;

(e) To keep the Property in a safe and secure condition, to provide sufficient insurance coverage thereon, and to furnish to the Bank, at least annually, a certificate of insurance, listing the Bank as an insured party, and to pay all premiums due and to pay all costs of insurance;

(f) Not to enter into any agreement or arrangement with any person or entity which would affect the value or use of the Property;

(g) To give to the Bank, at least annually, a statement of the financial condition of the business conducted thereon, including all information concerning assets and liabilities and the results of operations;

(h) To keep the Property insured for the value of the property and contents for a period of one year from the date of the original issuance of the insurance policy;

(i) Not to use the Property for any illegal purpose, and not to do or permit to be done on the Property any illegal acts, acts contrary to public policy, acts which violate any ordinance, regulation, order, rule or statute;

(j) Not to enter into any agreement or arrangement which would affect the value or use of the Property;

(k) Not to make any material change in the ownership of the Property without first giving notice to the Bank in writing;

(l) Not to change the name of the Property without first giving notice to the Bank in writing;

(m) Not to make any other material change in the property or in the manner of doing business without first giving notice to the Bank in writing;

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(bb) Not to change the name of the Property without first giving notice to the Bank in writing;

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(ff) Not to change the name of the Property without first giving notice to the Bank in writing;

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(jj) Not to change the name of the Property without first giving notice to the Bank in writing;

(kk) Not to make any other material change in the property or in the manner of doing business without first giving notice to the Bank in writing;

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(rr) Not to change the name of the Property without first giving notice to the Bank in writing;

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(uu) Not to make any material change in the ownership of the Property without first giving notice to the Bank in writing;

(vv) Not to change the name of the Property without first giving notice to the Bank in writing;

(ww) Not to make any other material change in the property or in the manner of doing business without first giving notice to the Bank in writing;

DATED AT      Vancouver

STATE OF WASHINGTON

COUNTY OF      Clark

WASHINGTON, D.C.

Kathy Knall  
Ed Knall

February 11

80

On this day personally appeared before me

Edward Krall

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 11 day of

February 19 80

to me known to be the individuals described in  
and to whom the above instrument was addressed,  
and who publicly avows and declares that they were present  
at the signing of the above instrument,  
and that they were at the time of the signing of the above instrument  
lawfully public in and to the state of Washington, residing at  
Vancouver



90304

Temp 57 Party 52

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, "or or demans 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 ask the same "questions 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 current financial statements, or the prospective buyer's evidence of the location of the Property and payment of all taxes and interest due and then due thereafter in respect to the Property;

(b) To allow representatives of the Bank to inspect the Property at any reasonable hour, and to furnish the Bank full and accurate name, address, conditions and restrictions affecting the Property;

(c) To pay on time all, other taxes and assessments on the Property and on the Note, interest and principal, any amounts due under any time contract, mortgage, or deed of trust covering the Property, or any part of it;

(d) To see to it that this Mortgage remains a valid lien on the Property until it is satisfied in accordance with Section 6(1), and to keep the Property free of all encumbrances which may interfere with its validity. It is agreed that if any action by Bank to foreclose this mortgage, or to collect from the Borrower any amount, shall have to be brought in another state, the expenses of such action shall be paid by the Borrower. Any such action must be brought in the county where the Property is located;

(e) To keep the improvements covered by this Mortgage in good repair, and to insure them for their replacement value, and with \$1,500.00 additional to cover possible damage to the property caused by the loss of the improvements, as aforesaid, or \$2,000.00 additional, whichever may be greater, and to pay all insurance premiums and taxes thereon, and to pay all expenses of insurance, to the company or companies which may be named in this note, or to the company or companies which may be substituted therefor; and to pay all taxes which may be levied upon the Property, or any part of it;

(f) Not to do or permit any act or omission which would cause or permit the loss or damage to the Property or the人身安全 of any person, or to violate any law, or regulation, or order of any government, or of any other authority having jurisdiction over the Property, or to violate any contract or agreement binding the Mortgagor in respect of the Property, or to violate any rule or regulation of any association to which she may belong, or to violate any provision of any lease or rental agreement covering the Property, or to violate any provision of any zoning ordinance, or any other applicable law;

(g) Not to do or permit any act or omission which would cause or permit any damage to the Property, or which would violate any lease, or rental agreement, or any other contract, or any provision of any zoning ordinance, or any other applicable law;

(h) Not to do or permit any act or omission which would cause or permit any damage to the Property, or which would violate any lease, or rental agreement, or any other contract, or any provision of any zoning ordinance, or any other applicable law;

(i) Not to do or permit any act or omission which would cause or permit any damage to the Property, or which would violate any lease, or rental agreement, or any other contract, or any provision of any zoning ordinance, or any other applicable law;

(j) Not to do or permit any act or omission which would cause or permit any damage to the Property, or which would violate any lease, or rental agreement, or any other contract, or any provision of any zoning ordinance, or any other applicable law;

(k) Not to do or permit any act or omission which would cause or permit any damage to the Property, or which would violate any lease, or rental agreement, or any other contract, or any provision of any zoning ordinance, or any other applicable law;

DATED AT          Vancouver

WASHINGTON, ON

February 11

80

STATE OF WASHINGTON          1  
                                    35.  
COUNTY OF          Clark          1

On this day personally appeared before me

**Edward Krall**

**Katherine A. Krall**

and who executed the within foregoing instrument, and acknowledged that they signed the same as their free and voluntary affiant and  
for the uses and purposes therein mentioned.

WITNESS my hand and official seal this          11      day of  
February          19     80.

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

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 add 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 recommended 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. Payment to Bank of all the manner stipulated by Bank on behalf of Mortgagor shall be construed by this Mortgage, and the amount spent shall bear interest at the rate of twelve (12%) percent per year and be payable by Mortgagor on demand.

**5. DEFAULTS—SALE.** Prompt performance under this Mortgage is essential. If Mortgagor cannot pay any installment of the Debt at time due or 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 which repayment is secured by this Mortgage shall immediately become due and payable at the option of the Bank. If that happens, 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 exercising the rights of a corporis party under the Uniform Commercial Code, and may apply all the money it collects against any debt secured by this Mortgage in any order the Bank chooses. In connection with 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, office reasonable expenses 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 foreclosure 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 by 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

STATE OF WASHINGTON

) 55.

COUNTY OF                          Clark

)

WASHINGTON ON

February 11, 1980

On this day personally appeared before me

Edward Krall  
and who executed the within and foregoing  
for the uses and purposes therein mentioned.

WITNESS my hand and affixed this

10th day of February 1980

Katherine A. Krall  
to me known to be the individual described in  
instrument, and acknowledged that they signed the same as their free and voluntary act and deed.

Notary public in and for the state of Washington, residing at

1111 University Street