

SECOND REAL ESTATE MORTGAGE

The Mortgagors, JAMES E. TOWNSEND and JUNE P. TOWNSEND, husband and wife, mortgage to ELECTRA CREDIT UNION, an Oregon corporation, to secure the payment of Three Thousand Nine Hundred Nineteen and 2/100 Dollars, (\$3,919.20) that is due and owing under an Agreement dated August 10, 1979, hereby set forth in Exhibit "A" and incorporated by reference, the following described real estate situated in the County of Skamania, State of Washington, to wit:

LOT NO. 1

Tract plat recorded June 18, 1975, under Auditor's File No. 80044, records of Skamania County, Washington described as follows:

Starting at the Northeast corner of Section 18, Township 2 North, Range 5 E, W. M., and run along the line of said section East for 658.82 to Northeast corner of Northeast quarter of Northeast quarter of Northwest quarter South 00°29'40" East for 371.87 to its intersection with the South line of the right-of-way of the Bonneville Power Administration line (B.P.A.) which is point of beginning of tract; run along North-South centerline of Northeast quarter Northeast quarter Section 18, South 00°29'40" East for 578.60' to Northwest boundary of right-of-way of LaBare County Road, run along right-of-way boundary through curve to right with radius of 94.96' through central angle of 52°04'34" a distance of 81.95' to North 33°41'00" West for 76.10' to through curve to left with radius of 268.73' through central angle of 63°02' for a total run of 295.44' run South 83°17'00" West for 148.24' to a point. Leave right-of-way boundary and run North 00°00' 00" East for 172.94' to South boundary of B.P.A. power line right-of-way, run along right-of-way boundary North 89°34'51" East for 530.00' to point of beginning.

The Mortgagors agree to pay before delinquency all taxes, liens, assessments and all interest and charges on prior encumbrances upon said property.

In case of failure to perform any of the foregoing covenants, or if default is made in the payment of said Agreement or the interest accruing thereon, or any part thereof, when the same shall become due, then this mortgage may be at once foreclosed for the entire principal sum, accrued interest and costs, and in such foreclosure suit there shall be included in the judgment a reasonable sum as attorney's fees, together with all sums paid by the Mortgagors or assigns on account of taxes, liens, assessments, abstracts or title insurance charges, costs of searching records, and interest, with interest at the rate of 12% per annum from date of payment.

Noted  
Recorded  
Filed

921 77

It is further understood that this mortgage is a second mortgage subject to a contract of sale originally in the sum of Eight Thousand Five Hundred and 00/100 Dollars (\$8,500.00), recorded in the office of the Auditor of Spokane County, State of Washington, case Auditor's File No. 8256, Book 10, Page 10, Case No. 10000, dated September 15, 1977, and recorded September 15, 1977.

GIVEN at Vancouver, Washington, this 10th day of March, 1981.

*James E. Townsend*  
James E. Townsend

*Joan P. Townsend*  
Joan P. Townsend

STATE OF WASHINGTON)

County of \_\_\_\_\_

They personally appeared before me JAMES E. TOWNSEND, Notary Public, husband and wife, to me known to be two individuals domiciled in said county 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.

GIVEN under my hand and official seal this 10th day of March, 1981.

*James E. Townsend*  
Notary Public in and for the State of Washington, residing at Vancouver



BLAIR, SCHAEFER, HUTCHISON, WYNNE,  
POTTER, HORTON & JOHNSON  
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ACCOUNT NUMBER 47289-1	COAN NUMBER 8143	DATE OF RECEIPT 8-02-77	<b>PROMISSORY NOTE-SECURITY AGREEMENT AND DISCLOSURE</b>
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**SECTION A. BORROWER'S INFORMATION**

Borrower's Name and Address: James E. Townsend, 18617 NE 4th Plain, Vancouver, Wash.

AS OF THE DATE OF THIS REFINANCE UNPAID INTEREST ON THE OLD NOTE HAS NOT BEEN COLLECTED BUT WILL BE ON RECEIPT OF FIRST PAYMENT.

CREDIT UNION & ADDRESS (Secured Party): Electra Credit Union, 3717 SE 17th, Portland, Oregon 97202

The Borrower is employed in: Tri-Met (the "COMPANY")

**PART 1. LOAN AMOUNTS**

**A. AMOUNT FINANCED:**

(1) PREVIOUS BALANCE	\$ 5548.42
(2) ACCRUED INTEREST	15.59
(3) PROCEEDS THIS LOAN	2000.00
(4) OPTIONAL DISABILITY INSURANCE PREMIUM	NONE
(5) OPTIONAL CREDIT LIFE INSURANCE PREMIUM	NONE
(6) OTHER (SPECIFY)*	564.01
<b>AMOUNT FINANCED (TOTAL OF A(1) THRU A(6))</b>	<b>1488.83</b>

**B. FINANCE CHARGE**: NONE

**C. OTHER CHARGES (NOT FINANCED)**: NONE

**D. TOTAL OF PAYMENTS (TOTAL OF A(1) THRU A(6) & B & C)**: \$ 1752.84

**E. ANNUAL PERCENTAGE RATE**: 12.25%

**\*DESCRIBE ITEM A(6) IF APPLICABLE**: NONE

**OTHER CHARGES NOT FINANCED:**

Credit Life or Temporary Disability Insurance (name, carrier, school which applies): NONE

Service surrounding loan balance equals monthly insurance premium. The first month's premium of \$ 12.38 will be added to your monthly installments on Part 2 below. As premium declines, excess payments will be applied to those. The first month's premium is \$ 12.38.

**PART 2. PAYMENT TERMS**

**THE TOTAL OF PAYMENTS IS PAYABLE IN EQUAL CONSECUTIVE INSTALLMENTS AS FOLLOWS:**

NUMBER OF PAYMENTS	FREQUENCY OF PAYMENTS	AMOUNT OF PAYMENTS	PAYMENT BEGINNING DATE	PAYMENT ENDING DATE
36	monthly	198.69	8-02-77	8-02-80

All payments are due on the same day of each payment period. Voluntary payments to be made by payroll withholding.

**PART 3. DEFAULT CHARGES AND ACCELERATION**

**a. LATE CHARGE:** If any payment is past due for a period of 7 or more days, a late charge may be imposed of an amount up to 20% of the past due interest.

**b. COLLECTION COSTS:** An additional charge will be made for collection costs, if any, including reasonable attorney fees whether or not litigation is instituted.

**c. ACCELERATION:** If any payment is not made when due, if the undersigned violates the security agreement set forth in Section B in the course and/or the employment of the undersigned with the "COMPANY" or for any reason terminates, then at the request of the holder of the note, the entire unpaid AMOUNT FINANCED plus accrued FINANCE CHARGE shall without notice become immediately due and payable.

**PART 4. SECURITY**

**a. CREDIT UNION SHARES:** All Credit Union Shares and earnings, whether now owned or hereafter acquired, and whether in an individual or a joint account, are subject to a security lien in the event of default.

**b. FINAL EMPLOYMENT CHECK:** In the event the borrower's employment with the COMPANY is terminated for any reason, and if the borrower signs a separate wage assignment, any money due to the borrower from the COMPANY at termination may be paid to the Credit Union at the option of the Credit Union.

**c. SHARES:** The borrower pledges existing Credit Union shares in the amount of \$ \_\_\_\_\_, which may not be withdrawn except to extend the loan balance, in less than the amount of the shares pledged.

**d. The borrower grants a Uniform Commercial Code Security interest in the following property, as set forth in the Security Agreement written on the reverse side of this disclosure:**

VEHICLE	YEAR	MAKE	MODEL	SERIAL NO.	DESCRIPTION
1977	CHEVROLET	CHEVROLET	CHEVROLET	1977	1977 Chevrolet
1978	CHEVROLET	CHEVROLET	CHEVROLET	1978	1978 Chevrolet

Signature: James E. Townsend

**PART 5. PREPAYMENT**

This collection may be prepaid at any time without premium or penalty.

**PART 6. INSURANCE**

Neither Temporary Disability Insurance or Credit Life Insurance is required to secure this loan. No charge for such insurance is made and no such insurance is provided unless the borrower checks the applicable box and signs below.

I desire Temporary Disability Insurance and know the premium for the term of the loan will be ... \$ see part 1.

I desire Credit Life Insurance and know the premium for the term of the loan will be ... \$

Date: 8/02/77

Signature: James E. Townsend

If this loan is secured by any property described in paragraph d of Part 4 above, the security agreement requires fire and casualty insurance on such property which is not available from the Credit Union. You may select the person from whom you obtain the insurance.

**SECTION A. SECURITY AGREEMENT**

In consideration of the loan made to person(s) signing the Note (Section C), we, jointly and severally, pledge the property described in Section A, Part 4 above, under the terms of the Security Agreement printed on the reverse hereof, which we have read, and agree to the same.

Date: 8/02/77

Signature: James E. Townsend

**SECTION B. PROMISSORY NOTE**

The undersigned promises to pay the Credit Union named above the AMOUNT FINANCED, plus accrued FINANCE CHARGE calculated as interest thereon at the ANNUAL PERCENTAGE RATE, in accordance with the PAYMENT TERMS, all as set out in Section A. If the undersigned fails to make the payment as stated, the undersigned promises to pay all DEFAULT CHARGES and agrees that the Credit Union may accelerate the AMOUNT FINANCED plus accrued FINANCE CHARGE. Payments will be applied first to accrued FINANCE CHARGE then to AMOUNT FINANCED. The undersigned may prepay the AMOUNT FINANCED plus accrued FINANCE CHARGE at any time without penalty. All obligations of the undersigned shall be joint and several.

The undersigned agrees to the terms of the Promissory Note and a KNOWLEDGE RECEIPT OF A COPY OF THE DISCLOSURE STATEMENT COMPLETELY FILLED OUT.

Signature: James E. Townsend

Signature: James E. Townsend

EXHIBIT A

TO BE COMPLETED BY TREASURER  
Share Balance  
Loan Balance  
Unpaid Interest

EXTENSION AGREEMENT

Account Number 41289-1  
Note Number 8143

WHEREAS the undersigned, JAMES TOWNSEND AND JUNE P. TOWNSEND has executed a note in favor of ELECTRA

with terms in the original amount of \$ 5664.07 and payable \$ 198.69 each month starting 9-2-77

and which less an unpaid principal of \$ 4352.89

WHEREAS the above borrower said that he is unable to complete the payment of this loan on the present terms, NOW THEREFORE, the parties that shall be given in the form of an extension of time, if this extension is approved I hereby agree to pay the balance remaining due on this note at the rate of \$ 144.55

per month starting 9-17-79 plus interest at the same rate as provided in the original note, all other terms of the original note except those changed by this agreement to remain in full force and effect.

I agree to extension of my present terms for the following reasons: being back on to 36 months in order to finish payments

(DATE) 8-10-79 (Signed) James C. Townsend

The co-signer on the above loan, by signing below, agrees to the extension of the above described note on the terms above and hereby waives all claims for exemption of liability as a result of said extension.

JOHN W. JONES CO-SIGNER

Extension approved by following members of a Credit Committee on Aug 10 1979  
Marvete Allen



EXHIBIT A