

MORTGAGE

BOOK 57 PAGE 866

THE MORTGAGOR'S

JAMES L. WALTERS and NANCY C. WALTERS

MORTGAGE to

COLUMBIA TITLE BANK

a corporation, hereinafter called the mortgagee, to secure payment of

Twelve Thousand and 00/100

DOLLARS (\$ 12,000.00)

in legal money of the United States of America, together with interest thereon according to the terms and conditions of one or more promissory notes now or hereafter executed by the mortgagor and to secure the payment of such additional money as may be loaned by the mortgagee to the mortgagor for the purpose of repairing, removing, altering, adding to or improving the mortgaged property, or any part thereof, or for any other purpose whatsoever; the following described real property, and all interest or estate therein that the mortgagor may hereafter acquire, together with the income, rents and profits therefrom, situated in the

County of Snohomish, State of Washington, to-wit:

A tract of land located in government Lot 3 of Section 36, Township 3 North, Range 7 1/2 east of the Willamette meridian, described as follows: Beginning at the southwest corner of the said government Lot 3; thence along the west line of the said government Lot 3 north 450 feet; thence parallel to the south line of said lot 3 east 450 feet; thence in a straight line in a southwesterly direction to intersection with the south line of said government lot 3 at a point 600 feet distant from the point of beginning; thence west along said south line 600 feet to the point of beginning.

EXCEPT that portion thereof conveyed to Glen M. Goodpaster and Velma M. Goodpaster, Husband and wife, by deed dated October 16, 1967; and EXCEPT that portion thereof sold to Gail G. Nielson and Sigrid Nielson, Husband and wife, by real estate contract dated April 25, 1970;

together with the appurtenances, fixtures, attachments, tenements and hereditaments belonging or appertaining thereto, including all trees and shrubs, all structures, fixtures, furniture, linoleum, carpeting and other house service equipment, venetian blinds, window shades and all plumbing, lighting, heating (including all pipes), cooling, ventilating, elevating and watering apparatus and all fixtures now or hereafter belonging to or used in connection with the property, all of which shall be construed as part of the realty.

The mortgagee covenants and agrees with the mortgagor as follows: that he is lawfully seized of the property in fee simple and has good right to mortgage and convey it; that the property is free from all liens and encumbrances of every kind; that he will keep the property free from any encumbrances prior to this mortgage; that he will pay all taxes and assessments levied or imposed on the property and/or on this mortgage or the debt thereby secured, at least ten days before delinquency, and will immediately deliver proper receipts therefor to the mortgagor; that he will not permit waste of the property; that he will keep all buildings now or hereafter placed on the property in good order and repair and unceasingly insure against loss or damage by fire to the extent of the full insurable value thereof in a company acceptable and approved by the mortgagee and for the mortgagee's benefit, and will deliver to the mortgagee the policies, and renewals thereof at least five days before expiration of the old policies.

The mortgagor agrees that if the mortgage indebtedness is evidenced by more than one note, the mortgagee may credit payments received by him upon any of said notes, or part of any payment on one note and part on another, at the mortgagor's may elect. The mortgagee reserves the right to refuse payments in excess of those specified in the note agreement or payment of the debt in whole, unless otherwise provided in the note or notes given with this mortgage.

The mortgagor shall not move or alter any of the structures on the mortgaged premises without consent of the mortgagee; all improvements placed thereon shall become a part of the real property mortgaged herein.

Should the mortgagor default in any of the foregoing covenants or agreements, then the mortgagee may perform the same and may pay any part or all of principal and interest of any prior encumbrances or of insurance premium or other charges secured hereby, and such amounts so paid, with interest thereon at the highest legal rate, less date of payment shall be repayable by the mortgagor as demanded, and shall also be secured by this mortgage without waiver of any right or other remedy arising from breach of any of the covenants herein. The mortgagee shall be the sole judge of the validity of any tax, assessment or lien asserted against the property, and payment thereof by the mortgagee shall establish the right to recover the amount so paid with interest.

This is of the essence thereof, and if default be made in the payment of any of the sums hereby incurred or in the performance of any of the covenants or agreements herein contained, then in any such case the remainder of unpaid principal, with accrued interest and all other indebtedness hereby secured, shall at the election of the mortgagee become immediately due without notice, and this mortgage shall be foreclosed.

In any action to foreclose this mortgage or to collect any charge growing out of the debt hereby accrued, or any suit which the mortgagee may be obliged to defend to protect the unimpeded priority of the lien hereof, the mortgagee agrees to pay a reasonable sum at attorney's fees and all costs and expenses in connection with such suit, and also reasonable cost of searching records, title company fees, which sums shall be secured hereby and included in any decree of foreclosure.

Upon bringing action to foreclose this mortgage or at any time which such proceeding is pending, the mortgagee, without notice, may apply for and secure the appointment of a receiver for the mortgaged property or any part thereof, and the income, rents and profits therefrom. The mortgagor hereby consents that in any action brought to foreclose this mortgage, a deficiency judgment may be taken for any balance of debt remaining after the application of the proceeds of the mortgaged property.

Dated at

Stevenson

this 22 day of

April

, 19 81

James L. Walters
Nancy C. Walters

APR 1981
STATE OF WASHINGTON
RECEIVED
SHAMARDOFF, WYS/PA/mania
AUDITOR
STEVENSON, WASH.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 22 day of April 1981 personally appeared before me JAMES L. WALTERS and NANCY C. WALTERS

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same in their free and voluntary act and deed, for the uses and purposes therein intended.

GIVEN UNDER MY OFFICIAL SEAL the day and year last above written.

Notary Public in and for the State of Washington
residing at Stevenson