

121506

5CT 19128

Mortgage

BOOK 147 PAGE 981

The Mortgagors BEN A. VAN HORN and MELODY JO VAN HORN, husband and wife

hereby mortgage to Kitsap Federal Credit Union, a corporation organized and existing under the laws of the State of Washington, hereinafter called the mortgagee, the following described real property, to-wit:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

LOT 1 OF THE VAN HORN SHORT PLAT, RECORDED IN BOOK 3 OF SHORT PLATS PAGE 144, SKAMANIA COUNTY RECORDS.

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

JAN 20 12 29 PM '95
P. Johnson
AUDITOR
GARY M. OLSON

situated in SKAMANIA County, Washington, and the appurtenant tenements, hereditaments and appurtenances, and all fixtures for heating, plumbing, lighting, and water with which the premises are or may be equipped, and all interest or estate therein that the mortgagors may hereafter acquire, and the rents, issues, and profits thereof upon any default being declared hereunder, to secure the payment of the principal sum of FIFTY-FIVE THOUSAND DOLLARS AND 00/100----- (\$ 55,000.00*****) Dollars

and interest thereon, according to the terms and conditions of a promissory note of even date herewith, executed by the mortgagors in favor of and payable at the office of the mortgagee, payable in the manner and at the times therein set forth, and to secure the payment of any other sums advanced by the mortgagee with interest thereon.

The mortgagors jointly and severally covenant and agree to keep actual possession and control of the above described real estate and permit no sale or transfer thereof without the consent of the mortgagee; that during the continuance of this mortgage they will permit no waste or ill-husbandry of said premises; pay at least ten days before delinquency all taxes, assessments, and other charges that may be levied or assessed against said land and keep the same free from all other encumbrances which might impair the mortgagee's security; keep all improvements upon said premises in good order and repair, and insured against loss for the full insurable value in companies acceptable to the mortgagee, and to deliver to the mortgagee the policies and any renewals thereof, with mortgage clause attached in favor of the mortgagee; in no event to hold the mortgagee responsible for failure to have any insurance written or for any loss or damage growing out of defect in any policy, but the mortgagee is hereby authorized, in the event of any loss, to compromise and settle with any insurance company and to apply any such insurance receipts upon the mortgage.

The mortgagee may, at its option, pay taxes, assessments, and insurance premiums which may become due and payable on said property or in connection therewith and any payments so made shall be added to the balance of the principal owing on said mortgage.

Should the mortgagors fail to keep any of the foregoing covenants, then the mortgagee may perform them, without waiving any remedy for such breach, and all expenditures in such behalf may be added to and become part of the debt secured hereby, and bear interest at the highest rate permissible under the laws of the State of Washington, and be immediately due and payable on demand, and all such advances, with interest thereon, shall be secured by the lien hereof.

In case the mortgagors fail to pay any part of the principle or interest when payable, or break any covenant or agreement herein contained, then at the mortgagee's option the entire debt hereby secured shall become forthwith payable without notice, time being the essence hereof; provided, however, that the failure of the mortgagee to take action upon any default not be construed a waiver in respect thereto or in respect to any other default.

Should suit be instituted to foreclose this mortgage, a receiver may be appointed, on the mortgagee's application, to collect the rents, issues, and profits, and to take possession of and manage and control said property, and to apply the rents, issues, and profits thus collected, after payment of the necessary expenses for maintaining and operating said property and of the receivership, upon the indebtedness hereby secured.

The mortgagors agree to pay, in addition to the costs and disbursements allowed by law, such sum as the court may adjudge reasonable as an attorney's fees in any suit or action that may be instituted to foreclose this mortgage, and in any suit which the mortgagee, to protect the lien hereof, is obliged to defend; and to pay such sum as the court may adjudge reasonable for the necessary examination and abstract of the public title records; and all said sums shall be secured by the lien hereof.

In case of foreclosure, the mortgagors hereby consent to a deficiency judgment for any part of the debt hereby secured.

Dated this 13 day of JANUARY

, A.D., 1995

Witness:

X

BEN A. VANHORN

X

MELODY JO VAN HORN

As per
Indexed, Oil
Indirect
Filed
Mailed

3-10-15-201

State of Washington

County of KITSAP

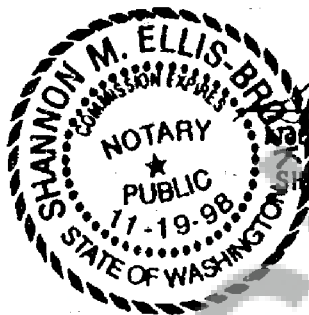
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This is to certify, That on this 13 day of JANUARY, A.D., 19 95
before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn,
personally came BEN A. VANHORN and MELODY JO VAN HORN, husband and wife

to me known to be individual described in and who executed the within instrument, and acknowledged to me that

they signed and sealed the same as their free and voluntary act
and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written.



Shannon M. Ellis-Brock
Notary Public in and for the State of Washington,
SHANNON M. ELLIS-BROCK residing at
BREMERTON



Return to:
Kitsap Federal Credit Union
1025 Burwell Street
Bremerton, WA 98337