

FILED FOR RECORD  
SKAMMILL CO. WASH  
BY *Robert Mitchellson*

Nov 22 1 02 PM '96

*O'Leary*  
AUDITOR

GARY M. OLSON

MORTGAGE OF LEASEHOLD INTEREST

126765

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THIS MORTGAGE made on the *21st* day of *October*, 1996, between SEAN

GUARD and ANN MARSHALL, herein referred to as "mortgagor", and THOMAS HARMON and BETTY HARMON, Husband and Wife, herein referred to as "mortgagee".

RECITALS:

1. Mortgagor is the assignee under an assignment of lease, dated the 17th day of October, 1996, in which they were assigned all of the right, title and interest of mortgagee in the premises described on Page 2, together with any appurtenances and improvements on the property with all rights provided for in the Lease during its term, said assignment being attached hereto as Exhibit "A" and incorporated herein by reference.

2. Mortgagor is indebted to mortgagee in the sum of Twenty-Seven-Thousand-Five-Hundred and No/100's Dollars (\$27,500.00) lawful money of the United States, evidenced by a note dated the *21st* day of *October*, 1996, plus interest at the rate of nine (9%) percent per annum.

3. Mortgagor agrees the note provides that the whole of such principal sum, unpaid interest, and late fees, if any, shall become due at the option of mortgagee in the event of failure to make any payment of any installment of interest or principal, or any taxes, late fees, assessments, or rents, as hereinafter provided.

AGREEMENT:

4. It is agreed that mortgagor, as additional security for payment of the sums of money mentioned in the note, a copy of which is attached hereto as Exhibit "B", the principal being Twenty-Seven-Thousand-Five-Hundred (\$27,500.00) Dollars, owed to mortgagee, does

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Noted ☒

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grant, release, assign, transfer and set over unto mortgagee, their heirs and assigns for collateral purposes only, all of mortgagor's right, title and interest to the following described real property.

Cabin Site Number 167 of the NORTH WOODS as shown in red on Exhibit "A" attached hereto (all distances being approximations), being part of Government Lots 4 and 8, Section 26, Township 7 North, Range 6 East of Willamette Meridian, Skamania County, Washington,

SUBJECT, however, to an easement for right of way for access road acquired by the United States of America, United States Forest Service.

together with all improvements on the property at the time of the execution of this mortgage and all future improvements and appurtenances constructed there during the life of this mortgage, and all the estate and right of mortgagor, their heirs and assigns, in and to the premises under the above-mentioned lease.

5. Mortgagor agrees this mortgage shall continue during the remainder of the unexpired term thereunder, and in any renewals thereof; subject, however, to the rents, covenants, conditions and provisions of the lease.

6. Mortgagee agrees that if mortgagor shall pay to mortgagee all sums of money mentioned in the note, a copy of which is attached hereto as Exhibit "B", at the time or times and in the manner mentioned in the note, then this mortgage shall be satisfied and the lien against the estate hereby granted shall terminate.

7. Mortgagor further agrees with mortgagee as follows:

(a). Mortgagor will pay the indebtedness as provided in such note; and if default shall be made in the payment of any part thereof, mortgagee shall have the power to sell the leasehold interest hereinabove described according to law.

(b). Mortgagor will keep the buildings on the leased premises insured against loss by fire, for the benefit of mortgagee, in an amount equal to their full insurable value, and shall

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provide mortgagee with a Certificate of Insurance showing mortgagee as an additional insured thereon and that mortgagee is entitled to notice of cancellation.

(c). Mortgagor will pay the rents and other charges provided for and made payable in the lease within ten (10) days after such rent or charges are payable.

(d). Mortgagor will at all times fully perform and comply with all agreements, covenants, terms and conditions imposed on or assumed by them as lessee under the lease, and if mortgagor shall fail to do so, mortgagee may, at its option, take any action mortgagee deems necessary or desirable to prevent or to cure any default by mortgagor in the performance of or compliance of any of mortgagor's covenants or obligations under the lease. Upon receipt by mortgagee from the lessor under the lease of any written notice of default by the lessee thereunder, mortgagee may rely thereon and take any action as aforesaid to cure such default even though the existence of such default or the nature thereof is questioned or denied by mortgagor or by any party on behalf of mortgagor. Mortgagor hereby expressly grants to mortgagee, and agrees that mortgagee shall have the absolute and immediate right to enter in and on the encumbered premises or any part thereof to such extent and as often as mortgagee, in its sole discretion, deems necessary or desirable in order to prevent or to cure any such default by mortgagor. Mortgagee may pay and expend such sums of money as mortgagee in its sole discretion deems necessary for any such purpose, and mortgagor hereby agrees to pay to mortgagee, immediately and without demand, all such sums so paid on behalf of mortgagor and expended by mortgagee, together with interest thereon from the date of each such payment at the rate of twelve (12%) percent per annum. All sums so paid and expended by mortgagee and the interest thereon shall be added to and be secured by the lien of this mortgage.

(e). Mortgagor will not surrender his leasehold interest, nor terminate or cancel the lease, and will not without the express written consent of mortgagee sell, transfer, encumber,

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modify, change, supplement, alter or amend the lease either orally or in writing, and any such termination, cancellation, modification, change, supplement, alteration, or amendment of the lease without the prior written consent thereto by mortgagee shall be void and of no force and effect.

(f). No release or forbearance, by anyone, of any of mortgagor's obligations under the lease, pursuant to the lease or otherwise, shall release mortgagor from any of his obligations hereunder, including his obligations with respect to payment of rent as provided for in the lease and the performance of all of the terms provisions, covenants, conditions, and agreements contained in the lease, to be kept, performed and complied with by the lessee therein.

(g). Unless mortgagee shall otherwise expressly consent in writing the fee title to the property demised by the lease and the leasehold estate shall not merge, but shall always remain separate and distinct, notwithstanding the union of such estates either in the lessor or in the lessee, or in a third party by purchase or otherwise.

It is hereby expressly agreed that the whole of the principal sum and all accrued interest thereon shall become due at the option of the mortgagee after default in the payment of any installment or principal or interest, for ten (10) days, or after default of the payment of any rent or other charge made payable by the lease for sixty (60) days, or after default in the payment of any tax or assessment for sixty (60) days after notice and demand by the holder hereof.

The word "mortgagor" shall be construed as if it is read "mortgagors", the word "mortgagee" shall be construed as if it read "mortgagees", and the masculine gender shall include the feminine or neuter, whenever the sense of this mortgage so requires.

Any decree of foreclosure of this mortgage shall include all costs, expenses, and fees, including reasonable attorney fees and costs of title search. In case any default or foreclosure action is owed or settled before judgment is recorded therein, such costs, expenses and fees shall nevertheless be paid by mortgagor.

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IN WITNESS WHEREOF, mortgagor has executed this mortgage at the Law Office of Robert D. Mitcheson, 315 S.E. 117th Avenue, Vancouver, Washington, 98684, the day and year first above written.

MORTGAGOR:

  
SEAN GUARD

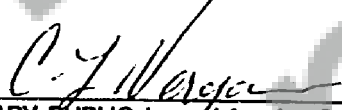
  
ANN MARSHALL

STATE OF WASHINGTON )  
COUNTY OF CLARK )  
SS.

On this day personally appeared before me, SEAN GUARD and ANN MARSHALL, to me known to be the individuals described herein 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.

GIVEN under my hand and official seal this 21<sup>st</sup> day of October, 1998.

C. L. VERGARA  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
FEBRUARY 1, 2000

  
NOTARY PUBLIC in and for the State of Washington, residing at Vancouver. My commission expires: 2-1-2000

MORTGAGEE:

  
THOMAS HARMON

  
BETTY HARMON

STATE OF WASHINGTON )  
COUNTY OF CLARK )  
SS.

On this day personally appeared before me, THOMAS HARMON and BETTY HARMON, Husband and Wife, to me known to be the individuals described herein and who executed the

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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 21<sup>ST</sup> day of OCTOBER, 1998.

C. L. VERGARA  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
FEBRUARY 1, 2000

C. L. Vergara  
NOTARY PUBLIC in and for the State of  
Washington, residing at Vancouver. My  
commission expires: 2-1-2000

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EXHIBIT

"A"

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ASSIGNMENT, ASSUMPTION, AND CONSENT

"ASSIGNOR"

Thomas & Betty Harmon  
36910 N.E. Amboy Road  
Yacolt, WA 98675

"ASSIGNEE"

Sean Guard and Ann Marshall  
15217 N.E. 12th Way  
Vancouver, WA 98684

"WATER FRONT"

Water Front Recreation, Inc., a Washington Corporation,  
525 N.E. Greenwood Avenue  
Bend, OR 97701

DATED:

October 17, 1996

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, Assignee, and Water Front, hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title, and interest Assignor has in and to:

1.1 Those certain premises described as follows:

Cabin Site #167 of the Northwoods, being part of Government Lots 4 and 8, Section 28, Township 7N, Range 6E, Willamette meridian, Skamania County, Washington.

1.2 And under that certain Cabin Site Lease from Water Front to Thomas and Betty Harmon, dated April 6, 1992, a copy of which Cabin Site Lease is attached hereto, marked Exhibit "A", and incorporated herein by reference.

2. Assignee hereby accepts this Assignment and hereby assumes and agrees to perform all obligations of the Lessee under the Cabin Site Lease, as affected, if at all, by the Settlement Agreement of May 24, 1984, including, without limitation, payment of all rent required by provisions thereof.

3. Water Front hereby consents to the foregoing Assignment and Assumption.

RECORDER'S NOTE:  
NOT AN ORIGINAL DOCUMENT



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IN WITNESS WHEREOF, the parties hereto have executed this Assignment, Assumption, and Consent in triplicate as of the date first hereinabove written.

ASSIGNOR:

ASSIGNEE:

TOM HARMON

SEAN GUARD

BETTY HARMON

ANN MARSHALL

WATER FRONT RECREATION, INC.

By ROBERT T. CURRY, President

STATE OF WASHINGTON )  
COUNTY OF CLARK ) SS.

On this day personally appeared before me, TOM and BETTY HARMON, to me known to be the individuals described herein 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.

GIVEN under my hand and official seal this 15<sup>th</sup> day of October, 1996.

C. L. VERGARA  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
FEBRUARY 1, 2000

C. L. Vergara  
NOTARY PUBLIC in and for the State of  
Washington, residing at Vancouver. My  
commission expires: 2-1-2000  
Identity of Affiant verified by Personal Knowledge

STATE OF WASHINGTON )  
SS.



COUNTY OF CLARK )

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On this day personally appeared before me, SEAN GUARD and ANN MARSHALL, to me known to be the individuals described herein 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.

GIVEN under my hand and official seal this 15<sup>th</sup> day of November, 1998.

C. L. VERGARA  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
FEBRUARY 1, 2000

C. L. Vergara  
NOTARY PUBLIC in and for the State of  
Washington, residing at Vancouver. My  
commission expires: 2-1-2000  
Identity of Affiant verified by  
Personal knowledge

STATE OF OREGON )

COUNTY OF Deschutes SS.

On this day personally appeared before me, ROBERT T. CURRY, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 17 day of October, 1998.

OFFICIAL SEAL  
LOUETTA B. GUNSCH  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 045143  
MY COMMISSION EXPIRES JULY 4, 1999

Louetta B. Gunsch  
NOTARY PUBLIC in and for the State of  
Oregon, residing at Redmond  
My commission expires: 7/4/99  
Identity of Affiant verified by  
Personally known