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BOOK 209 PAGE 467

FILED FOR RECORD  
SKAMIA CO. WASH  
BY *Bradley B. Jones*

MAY 3 2 34 PM '01  
*Olavry*  
AUDITOR  
GARY M. OLSON

BRADLEY BOSWELL JONES, P.S.  
5440 CALIFORNIA AVENUE SW  
SEATTLE, WA 98136

Document Title:

LIS PENDENS

Grantor(s) (judgment debtor):

TANYA Y. SOUTHARD & GLENN D.  
SOUTHARD, Husband & Wife and  
their marital community; STATE  
OF WASHINGTON- DEPARTMENT OF  
CORRECTIONS

Grantee(s) (judgment creditor):

WELLS FARGO BANK, NA

Legal Description:

Reference Number(s) (of documents assigned or released):

Assessor's Property Tax Parcel/Account Number:

Supervised ☒  
Indexed ☒  
Filed ☒  
Recorded ☒

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15 IN THE SUPERIOR COURT OF SKAMANIA COUNTY, WASHINGTON  
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17 WELLS FARGO BANK, NA, successor  
18 in interest to FIRST INTERSTATE  
19 BANK OF OREGON, NA  
20 )  
21 )

NO. 01-2-000545

22 Plaintiff,

LIS PENDENS

23 vs.

24  
25 TANYA Y. SOUTHARD & GLENN D.  
26 SOUTHARD, Husband & Wife and their  
27 marital community; STATE OF  
28 WASHINGTON- DEPARTMENT OF  
29 CORRECTIONS;  
30 )  
31 )

32 ALSO ALL OTHER PERSONS OR  
33 PARTIES UNKNOWN CLAIMING ANY  
34 RIGHT, TITLE, ESTATE, LIEN OR  
35 INTEREST IN THE REAL ESTATE  
36 DESCRIBED IN THE COMPLAINT;  
37 )  
38 )

Defendants.

37 NOTICE IS HEREBY GIVEN that the above-named plaintiff has  
38 commenced an action against the above-named defendants in the  
39 Superior Court for Skamania County, by filing a summons and  
40 complaint; this is notice of pendency of said action. The names  
41 of the parties to said action are set forth above. The object of  
42 the action is to foreclose a real estate mortgage recorded on the

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1 6th day of March, 1995, with the Auditor of Skamania County,  
2 Washington, under Auditor's File No. 121753. The owner and holder  
3 of the Note and Mortgage is currently Wells Fargo Bank, NA, the  
4 successor in interest by merger to First Interstate Bank of  
5 Washington, NA. The description of the real property situated in  
6 Skamania County, Washington, affected by the said action is as  
7 follows, to-wit:

8 See Attached.

9 and all persons dealing with the said real estate subsequent to  
10 the filing hereof will take subject to the rights of plaintiff as  
11 established in that action.

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Bradley B. Jones, WSBA #10732  
Attorney for Plaintiff

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MFR-08-2001 16:15

LOSS ACCOUNTING

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**RECORDATION REQUESTED BY:**

First Interstate Bank of Oregon, N.A.  
304 Oak Street  
P.O. Box 330  
Hood River, OR 97031

**WHEN RECORDED MAIL TO:**

First Interstate Bank of Oregon, N.A.  
304 Oak Street  
P.O. Box 330  
Hood River, OR 97031

**SEND TAX NOTICES TO:**

TANYA Y. SOUTHARD and GLENN D. SOUTHARD  
401 NW CHESSER RD P.O. BOX 601  
STEVENSON, WA 98648

0750456001

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MORTGAGE**

THIS MORTGAGE IS DATED FEBRUARY 22, 1995, between TANYA Y. SOUTHARD and GLENN D. SOUTHARD, HUSBAND AND WIFE, whose mailing address is 401 NW CHESSER RD P.O. BOX 601, STEVENSON, WA 98648 (referred to below as "Grantor"); and First Interstate Bank of Oregon, N.A., whose address is 304 Oak Street, P.O. Box 330, Hood River, OR 97031 (referred to below as "Lender"). 3-7-95-1-2-2100

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in ditches with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in SKAMANIA County, State of Washington (the "Real Property"):

THE EASTERLY 77.9 FEET OF LOTS 9 AND 12, CHESSER ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 9, 1954, IN BOOK A OF PLATS, AT PAGE 104, RECORDS OF SKAMANIA COUNTY, WASHINGTON. EXCEPT THAT PORTION OF SAID LOT 9 LYING NORTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF LOOP ROAD AS THE SAME WAS GRANTED TO SKAMANIA COUNTY BY DEED DATED AUGUST 7, 1958.

The Real Property or its address is commonly known as 401 NW CHESSER RD P.O. BOX 601, STEVENSON, WA 98648. The Real Property tax identification number is 03 07 36 1 3 2100 00.

Grantor hereby assigns as security to , all of Grantor's right, title, and interest in and to all leases, rents, and profits of the Property. This assignment is recorded in accordance with RCW 63.08.070, the lien created by this assignment is intended to be specific, perfected and choate upon the recording of this Mortgage. grants to Grantor a license to collect the rents and profits, which license may be revoked at 's option and shall be automatically revoked upon acceleration of all or part of the indebtedness.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Oregon Uniform Commercial Code.

**Grantor.** The word "Grantor" means TANYA Y. SOUTHARD and GLENN D. SOUTHARD. The Grantor is the mortgagor under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Note.** The word "Note" means the promissory note or credit agreement dated February 22, 1995, in the original principal amount of \$28,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is March 10, 2010.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions: