83906

BOOK 54 PAGE 169

REAL ESTATE MORTGAGE

(Washington Form)

TRANSFER BY MORTGAGOR RESTRICTED

THIS MORTGAGE, made this 11th day of April, 1977, by and between Vernon N. Ellson and Ella Ellson

of Underwood, County of Skamania, State of Washington, hereinafter called "mortgagor," and RAINIER NATIONAL BANK, a national banking association, hereinafter called "mortgagee," at its White Salmon Office in White Salmon, Washington.

WITNESSETH:

The mortgagor hereby mortgages to the mortgagee, its successors and assigns, the following described real property, situated in the County of Skamania, State of Washington, to-wit:

The North 231 feet of the SE quarter of the NE quarter of Section 2[illegible] Township 3 north, Range 10 east W. M.

TOGETHER WITH all right, title and interest [illegible] now owned or hereafter acquired, all rents, issues and profits accrued or to accrue therefrom, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all fixtures, apparatus and equipment which are now or may hereafter be in any way attached to any part of said real property or any improvements thereon, including, but without limiting the generality of the foregoing, all plumbing, heating, lighting, incinerating, refrigerating, air cooling, air conditioning, elevator and lifting apparatus, fixtures and equipment; all engines, pipes, ducts, pumps, compressors, tanks, ventilators, motors, conduits, antennas, panels and switchboards; all built-in stoves, dishwashers, refrigerators and other appliances, all partitions, cabinets and wallbeds; and any and all renewals, replacements, betterments and substitutions made with respect to any and all of the foregoing, all of which said property shall be deemed to constitute a part of the realty.

This mortgage is given and intended as security for the payment of the principal sum of [illegible]

*** Two thousand ninety seven and 21/100 ************************* Dollars ($2,097.21******************),
together with interest thereon in accordance with the terms of a certain promissory note of even date herewith, executed and delivered by the mortgagor in favor of the mortgagee, or its order, and any renewals or extensions thereof.

This mortgage is also given and intended as security for the payment by the mortgagor to the mortgagee of such additional sums of money as may hereafter be loaned or advanced by the mortgagee to or for the account of mortgagor, including [illegible] it being provided, however, that the unpaid principal balance of all loans or advances made by the mortgagee to or for the account of mortgagor which are to be secured hereby shall not at any one time exceed the principal sum set forth above and interest, regardless of any excess which may at any time be owing from said mortgagor to the mortgagee; provided, further, that nothing herein contained shall be [illegible] obligating or shall obligate the mortgagee to make any such future loans or advances and provided, further, the limitation on the amount [illegible] shall not apply to any sums advanced or to costs or fees incurred by mortgagee in connection with the breach or default of any term, covenant or condition of this mortgage.

The mortgagor covenants and agrees with the mortgagee [illegible]

(1) Forever warrant the title to all of the mortgaged [illegible] to be and remain free and clear of all claims, liens and encumbrances other than this mortgage [illegible] assurances of title thereto;

(2) Promptly pay the principal and interest of said [illegible] terms of said promissory note [illegible] and any renewals or extensions thereof;

(3) Pay and discharge, as the same become due [illegible] all taxes, assessments, water rates [illegible] other charges of whatever kind or character, whether similar or dissimilar to those [illegible] may hereafter be levied or assessed against or which may or might become liens upon the mortgaged [illegible] mortgage or the moneys [illegible] secured hereby;

(4) Maintain, preserve and keep all of the [illegible] repair and not commit or permit waste thereof, and permit mortgagee's inspection thereof at any and all reasonable [illegible]

(5) Keep the mortgaged property at all times insured against [illegible] extended coverage [illegible] as the mortgagee may require, in such amounts, under such forms [illegible] policy and with such insurance company or companies [illegible] satisfactory to the mortgagee; cause to be attached to each such policy a form satisfactory to the mortgagee [illegible] loss payable first to mortgagee as its interest shall appear; assign and deliver [illegible] mortgagee, and evidence payment [illegible] premiums thereon at least [illegible] days in advance of due date.

(6) **NOT, WITHOUT THE MORTGAGEE'S WRITTEN CONSENT FIRST HAD AND RECEIVED, MAKE ANY SALE, CONVEYANCE OR OTHER TRANSFER OF THE MORTGAGED PROPERTY, UNLESS AS AN INCIDENT OF THE CLOSING OF SUCH TRANSFER THIS MORTGAGE SHALL BE FULLY PAID; PROVIDED, HOWEVER, THE PASSING OF THE MORTGAGED PROPERTY BY WILL OR BY DESCENT AND DISTRIBUTION SHALL NOT BE DEEMED A PROHIBITED TRANSFER HEREUNDER.**

In the event of a breach of any of the aforesaid agreements or covenants, and in addition to all other rights and remedies hereunder or by law provided, the mortgagee may, [illegible] to pay any sums or perform any act [illegible] to remedy such breach, and all sums so paid and the expenses incurred in such performance [illegible] repaid by mortgagor to mortgagee [illegible] interest at the highest rate permitted by law from the date of such payment and shall be secured by this mortgage. The receipt of [illegible] or other person to whom mortgagee makes any such payment shall be conclusive evidence as between mortgagor and mortgagee of the [illegible] such payment.

Any sums payable under any insurance policy aforesaid, and any moneys which may be awarded, recovered, or settled upon, for the taking, damaging or condemnation of all or any portion of the mortgaged property, shall be applied at the mortgagee's option toward payment of the indebtedness and other sums secured hereby, whether due or not. The mortgagee shall not in any event have any responsibility for the adequacy or sufficiency of any insurance, nor for the coverage thereby afforded, nor for notification with respect to the payment of any premium thereon.

In the event of default in the payment of said indebtedness or in the event of a breach of any of the covenants, warranties or agreements contained herein, then in any such event the entire indebtedness hereby secured shall at the option of the mortgagee become immediately due and payable, without notice, and this mortgage may be foreclosed, and in any foreclosure of this mortgage a deficiency judgment may be taken by the mortgagee for all sums secured hereby which are not recovered by the mortgagee out of foreclosure sale proceeds.

So long as there shall be no default under the terms of this mortgage, and except to the extent the same are specifically assigned and pledged by separate instrument providing to the contrary, the mortgagor may receive directly from the obligor(s) thereof all rents, issues and profits of the mortgaged property. As to all moneys and other property so received, mortgagor shall be deemed to have received the same in trust for the purpose of making all payments due under, and otherwise duly and timely performing all other terms, covenants and conditions of, this mortgage. Upon any default in such payment or performance, or upon the occurrence of any other event which under the terms hereof confers the right to the mortgagee to accelerate the payment of the indebtedness secured hereby, then the mortgagee shall forthwith become empowered, at its option, without notice or demand, and in its own name and right, either directly or by agent, or through a receiver, and in addition to all such other rights and remedies as may be herein or by law conferred, to demand, collect and receive such rents, issues and profits and to apply hereto the net proceeds thereof after deduction of fees, costs and expenses incurred as an incident of collection.

In the event of any suit or other proceeding for the recovery of said indebtedness and/or foreclosure of this mortgage, or wherein mortgagee shall appear to establish or protect the lien hereof, the mortgagor agrees to pay to mortgagee a reasonable attorneys' fee, together with the cost of search and report on title preliminary to foreclosure, all of which sums shall be secured hereby.

All rights and remedies of mortgagee shall be cumulative and none shall be deemed exhausted by the exercise thereof. No failure or omission on the part of the mortgagee to exercise any such right or remedy upon default shall be deemed a waiver of its right to subsequently exercise the same with respect to the same or any other default or defaults which may at any time exist.

If any term, provision or condition of this mortgage shall be finally adjudged to be unlawful or unenforceable, the same shall be deemed stricken herefrom and the balance of this mortgage shall be and remain in full force and effect.

This mortgage is binding on the heirs, personal representatives, successors and assigns of the mortgagor, and shall inure to the benefit of mortgagee, its successors and assigns. Words used herein shall take the singular or plural number as the number or parties hereto shall require, and if there is more than one signer as mortgagor, their obligations hereunder shall be joint and several.

Time is of the essence of this mortgage.

The within described mortgaged property is not used principally for agricultural or farming purposes.

IN WITNESS WHEREOF, the person(s) designated as mortgagor have set hand and seal hereto, the day and year first above written.

Vernon Ellson
Ella I Ellson

MTG 1236 R10-76

STATE OF WASHINGTON
County of Klickitat } ss.

NOTARIAL ACKNOWLEDGMENT
(Individual or Partnership)

On this 11th day of April, , 19 77 , before me personally appeared Vernon N. Ellson and Ella Ellson

to me known to be the individual(s) described in and who executed the within and foregoing 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 and in the capacity (ies) therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

Notary Public in and for the State of Washington,

residing at White Salmon

STATE OF WASHINGTON
County of } ss.

NOTARIAL ACKNOWLEDGMENT
(Corporation)

On this day of , 19 , before me personally appeared and

to me known to be the and

of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial Seal)

Notary Public in and for the State of Washington,

residing at

83976

REAL ESTATE MORTGAGE

(Washington Form)

Filed for Record at Request of

RAINIER NATIONAL BANK

P.O. BOX OR STREET

CITY, STATE, ZIP-CODE NO.

REGISTERED
INDEXED: DIR.
INDIRECT:
RECORDED:
COMPARED
MAILED

THIS SPACE RESERVED FOR RECORDER'S USE:
COUNTY OF SKAMANIA } ss

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING, FILED BY

OF

AT 10 M 4-21 1977

WAS RECORDED IN BOOK 54 OF Mtg AT PAGE 169

RECORDS OF SKAMANIA COUNTY, WASH

AUDITOR

E. Dunford