93257

BOOK 58 PAGE 325

Form L 6

Pioneer National Title Insurance Company
WASHINGTON TITLE DIVISION

Pioneer National Title Insurance Company
Clark County Office
100 East 13th Street Vancouver, Wn. 98660

MORTGAGE

THE MORTGAGOR VICTOR B. BOUCHER and MILDRED J. BOUCHER, husband and wife,

hereinafter referred to as the mortgagor, mortgages to MONA LETA DIMITRE,

the following described real property situate in the County of Skamania , State of Washington:

Beginning at a point 12 feet south and 300 feet east of the northwest corner of Lot 6 of OREGON LUMBER COMPANY'S SUBDIVISION of part of Section 14, Township 3 North, Range 9 E. W.M., according to the official plat thereof on file and of record at page 29 of Book A of Plats, Records of Skamania County, Washington; thence south 100 feet; thence east 200 feet; thence north 100 feet; thence west 200 feet to the point of beginning;

ALSO: The north 12 feet of the said Lot 6;

TOGETHER WITH all water rights appurtenant thereto.

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together with the appurtenances, and all awnings, screens, mantels, and all plumbing, lighting, heating, cooling, ventilating, elevating and watering apparatus and fixtures now or hereafter belonging to or used in connection with the property, all of which shall be construed as a part of the realty.

To secure the performance of the covenants and agreements hereinafter contained, and the payment of THREE THOUSAND and no/100------------------($3,000)---------Dollars with interest from date until paid, according to the terms of a certain promissory note bearing even date herewith.

The mortgagor covenants and agrees with the mortgagee 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 hereby secured, at least ten days before delinquency, and will immediately deliver proper receipts therefor to the mortgagee; 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 insured against loss or damage by fire to the extent of the full insurable value thereof in a company acceptable to mortgagee and for the mortgagee's benefit, and will deliver to mortgagee the policies, and renewals thereof at least five days before expiration of the old policies.

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 encumbrance or of insurance premiums or other charges secured hereby, and any amount so paid, with interest thereon at the highest legal rate from date of payment shall be repayable by the mortgagor on demand, and shall also be secured by this mortgage without waiver of any right or other remedy arising from breach of any of the covenants hereof. 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.

Time is of the essence hereof, and if default be made in the payment of any of the sums hereby secured, 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 may be foreclosed.

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

Dated at Stevenson, Washington this 28th day of October 1981.

Victor B. Boucher (SEAL)
Victor B. Boucher

Mildred J. Boucher (SEAL)
Mildred J. Boucher

STATE OF WASHINGTON
ss.
County of

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 28th day of October, 1981, personally appeared before me VICTOR B. BOUCHER and MILDRED J. BOUCHER, husband and wife,

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

Given under my hand and official seal the day and year in this certificate above written.

NOTARY PUBLIC

Shirley Ann Neuis
Notary Public in and for the State of Washington,
residing at Stevenson, Washington

STATE OF WASHINGTON
ss.
County of

On this day of before me personally appeared and to me known to be the and of the corporation that executed the 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 authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year in this certificate above written.

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

MAIL TO:
ROBERT C. LUCAS
Attorney at Law
200 SW Market, Suite 1790
Portland OR 97201

Registered
Indexed, Dir
Indirect
Recorded
Mailed

93257

MORTGAGE

Victor B. Boucher and
Mildred J. Boucher,
TO
Mona Leta Dimitre

STATE OF WASHINGTON } SS
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Mildred J. Boucher
OF Cook, Wa.
AT 1:20 PM Oct 28 1981
WAS RECORDED IN BOOK 58
OF Mtg AT PAGE 325
RECORDS OF SKAMANIA COUNTY, WASH.
[signature]
COUNTY AUDITOR
[signature]
DEPUTY

Pioneer National
Title Insurance Company