REAL ESTATE MORTGAGE

The mortgagor, RICHARD L. BAILEY, hereby mortgages to BRENDA J. BAILEY, mortgages, the following real property, with appurtenances as hereinafter described, situated in the County of Skamania, State of Washington, to vit:

PARCEL A

That portion of the following described tract of land lying Southerly of Primary State Highway No. 14:
Commencing at a point 208.7 feet South of the Northeast corner of Section 19, Township I North, Range 5 East of the Willamette Meridian; thence West 626.1 feet; thence North 208.7 feet to the North line of said Section 19, thence West along the North line of said Section 19 a distance of 1133.9 feet; thence South 1320 feet; thence East to the East line of said Section 19; thence North along the East line of said Section 19; thence North 1111.3 feet to the place of beginning, all in Skamania County, Washington.

PARCEL B

That, portion of the following described tract of land lying Southerly of Primary State Highway No. 14: Beginning at the Northwest corner of Lot 1, Section 20, Township 1 North, Range 5 East of the Willamette Meridian, thence East 390 feet, thence South along a line parallel with and 390 feet East of the West line of said Government Lot 1 to the South line of said Lot 1; thence in a Southwesterly direction along the South line of said Lot 1 to the Southwest corner of said Lot 1; thence North along the West line of said Lot 1 to the place of beginning. EXCEPT a strip of land 100 feet in width being 50 feet in width on each side of the centerline of the railroad of the Spokane Portland and Seattle Railway Company as conveyed to said Company by Deed dated November 7, 1905, recorded at page 256 in Book "I" of Deeds, records of Skamania County, Washington.

The debt secured by this mortgage is the outstanding loan balance due Columbia Credit Union in the original amount of Seven Thousand Five Hundred and no/100 Dollars (\$7.500.00) under which Richard L. Bailey and Brenda J. Bailey signed a promissory note as co-signors and for which the separate property of Brenda J. Bailey was used as collateral to secure the obligation. This mortgage is executed in order to secure payment and compliance with the terms and conditions of that note signed by Richard L. Bailey and Brenda J. Bailey by mortgagor.

The mortgagor covenants that he is the purchaser of the above described property under a real estate contract; and the mortgagor covenants that he will pay promptly and before delinquency any and all installments on said real estate contracts and any and all installments of taxes, special assessments and other governmental levies which may hereafter be levied against or become a lien upon this mortgaged property.

Now, if the mortgagor shall fail to make the required payments under the loan agreement with Columbia Credit Union, the debt which this mortgage shall become immediately due and payable; and this property may be sold as provided by law or, if the mortgagor shall fail to pay any such installment of taxes, special assessments, or other governmental levies that may become due, or any real estate contract payments, then the mortgagee may elect



rather than foreclosing to pay or advance such sums as may be necessary to pay such tax assessment or governmental levy, or real estate contract payments and the amount so paid shall be added to and become a part of the debt secured hereby. a

The mortgagor further agrees that should there be a default in the payment of any installment of principal or interest on said debt or should he otherwise fail in the strict performance of this contract and any expense is incurred by the mortgagee in the way of attorney's fees, abstracting, examining records, travel, or any other expense resulting from such default, then such items of expense may be added to and become a part of the debt secured hereby.

The mortgagor further agrees that if he should fail to make the payments as herein provided or should he fail to perform any other covenant or condition of this contract and, in case of a foreclosure action, he agrees to pay in addition to the principal and interest then due and in addition to any items of expense as are above mentioned such sum as the court may adjudge reasonable as attorney's fees in such foreclosure action.

DATED this 31 day of January, 1983.

STATE OF WASHINGTON)

County of Clark

On this day personally appeared before me RICHARD L. BAILEY, to me known to be the individual described in 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 3 1983.

> Notary Public in and for the Sta of Washington, residing at

BICHARD BALLEY

JANCOUNDZ WA.

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