



PIONEER NATIONAL  
TITLE INSURANCE

ATCOR COMPANY

Form L-6

## MORTGAGE

THE MORTGAGOR, JEANETTE R. MARRS

hereinafter referred to as the mortgagor, mortgages to TOSCA U. BRIGHT

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

A portion of the South half of the Southwest quarter of Section 34, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, more particularly described as follows: Beginning at a point on the North line of the Southeast quarter of the Southwest quarter of Section 34, South 89° 28' 21" East, 145.91 feet from a 5/8 inch iron rod at the Northwest corner thereof; thence South 89° 28' 21" East, 835.17 feet; thence South 38° 40' 00" West 812.52 feet to a 1/2 inch iron rod on the East right-of-way line of a 60 foot easement; thence following said East right-of-way line along the arc of a 105 foot radius curve to the left (the incoming tangent of which is North 56° 47' 04" West) for an arc distance of 85.00 feet; thence South 76° 50' 00" West 133.14 feet; thence along the arc of a 530 foot radius curve to the left for an arc distance of 40.08 feet; thence South 72° 30' 00" West 178.27 feet; thence along the arc of a 120 foot radius curve to the right for an arc distance of 68.07 feet; thence North 75° 00' 00" West 33.46 feet; thence along the arc of a 170 foot radius curve to the right for an arc distance of 65.28 feet; thence leaving said right-of-way line North 09° 59' 03" West 69.49 feet to the centerline of a 60 foot road easement; thence following said centerline North 53° 00' 00" East 95.70 feet; thence along the arc of a 500 foot radius curve to the right for an arc distance of 84.36 feet; thence leaving said centerline North 12° 30' 00" East 528.23 feet to the point of beginning. Containing 10.28 acres, more or less. SUBJECT TO easements and restrictions of record, and the outstanding interest of Noreen Stoddard.

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 **THIRTY THOUSAND AND NO/100 (\$30,000.00)**----- 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 Portland, Oregon

this 21st day of April 1984

*Jeanette R. Marrs* (SEAL)

(SEAL)

County of Multnomah

I, the undersigned, a notary public in and for the State of ~~Washington~~ <sup>Oregon</sup>, hereby certify that on this 21st day of April, 1984, personally appeared before me

JEANETTE R. MARRS

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her 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.

*Deborah W. Johnson*  
Notary Public in and for the State of ~~Washington~~ <sup>Oregon</sup>  
residing at

My commission expires: 11/21/84

STATE OF WASHINGTON

ss.

County of

On this day of

before me personally appeared

and

to me known to be the  
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



AFTER RECORDING MAIL TO:

97480

MORTGAGE

JEANETTE R. MARRS

TO

TOSON U. BRIGHT

STATE OF WASHINGTON } ss.  
COUNTY OF SPITAWIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

*Thermonzel Robinson*  
OF 126 N.E. Franklin Ave.  
AT 12:10 4-26-84

WAS RECORDED IN BOOK 60

RECORDED IN COUNTY WITH

*Gary M. Olson*  
COUNTY AUDITOR

*E. Myerfeld*  
DEPUTY

Pioneer National  
Title Insurance Company