

MORTGAGE

THE MORTGAGOR, BRUCE G. TILDEN, hereinafter called the "Mortgagor", mortgages to NANCY W. TILDEN, hereinafter called the "Mortgagee", the following described real property situated in the County of Skamania, State of Washington, to-wit:

The Northeast quarter of the Northeast quarter of the Northwest quarter of Section 17, Township 1 North, Range 5 East, of the Willamette Meridian, Skamania County, State of Washington.

SUBJECT TO a mortgage in favor of Bruce E. Tilden securing an indebtedness in the amount of \$15,500.00.

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 agreement hereinafter contained, and the payment of \$18,000.00, with interest from October 1, 1988, 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 except as herein set forth; that he will keep the property free from any other 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; 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 to the full insurable value thereof.

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 mortgage may be obligated 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.

Registered *f*
Indexed *f*
Indirect *f*
Filed 12-15-81
Mailed

Mortgage

Page 2

DATED this 13th day of January, 1988.

Bruce G. Tilden
Bruce G. Tilden
"Mortgagor"

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

On this day personally appeared before me BRUCE G. TILDEN, 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 13th day of January, 1988.

[Signature]
Notary Public in and for the State of
Washington, Residing at [Address]
My appointment expires: 12-12-89

FILED FOR RECORD
SKAMEN WASH
BY Roger Knapp
Dec 14 9 15 AM '89
P. Lowry
GARY A. OLSON

