

91848

109645

BOOK 57 PAGE 684

BOOK 119 PAGE 790

## MORTGAGE

The Mortgagors, JAMES A. KALLAS and GLENDA J. KALLAS, husband and wife, of Skamania County, Washington, hereby mortgage to ERIKA MARLENE KALLAS, hereinafter called the Mortgagee, the following described real property, which is not used principally for agricultural or farming purposes, to-wit:

A tract of land located in the Southeast quarter of Section 26, Township 2 North, Range 6 East of the Willamette Meridian, more particularly described as follows:

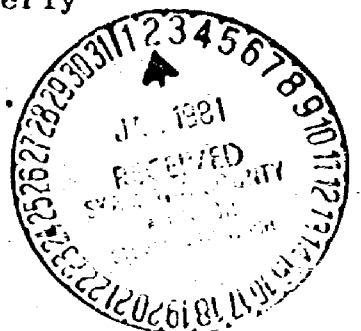
Beginning at a point 899.4 feet North of the Southwest corner of the Southeast quarter of the Southeast quarter of Section 26, said point being the intersection of the North right of way line of the County Road known and designated as Little Street; thence West along said right of way line 30 feet; to the Southeast corner of that tract described as W. C. Howerton tract by Agreement recorded August 16, 1939 in Book 27 page 501 of Skamania County Deed Records; thence North 06°23' West along the Easterly line of said Howerton tract 330 feet; thence West along the North line of said Howerton tract 120 feet; thence South 06°23' East along the West line of said Howerton tract 130 feet to the Northeast corner of that tract described as M.B. Crane tract by Agreement recorded in Book 27 page 501 of Skamania County Deed Records; thence West 142 feet along the North line of said Crane tract and its Westerly extension to the Northwest corner of that tract described as the DuFrane tract in Agreement recorded in Book 27, page 501 of Skamania County Deed Records; thence North along the Northerly extension of the West line of said DuFrane tract to its intersection with the North line of the South one-half of the Southeast quarter of Section 26; thence East along said North line to its intersection with West line of the Southeast quarter of the Southeast quarter; thence South along said West line to the point of beginning.

Together with all that part of the property described in that deed to Russ L. Owens and Donna L. Owens, husband and wife, recorded August 22, 1966 in Book 56 page 203 of Skamania County Deed Records lying westerly of the following described line:

Beginning at a point 967.27 feet North and 205.75 feet East of the Southwest corner of the Southeast quarter of the Southeast quarter of Section 26; thence South 70°40' West 133 feet to the point of beginning, said point is on the North right of way line of the county road known and designated as Little Street, thence North 06°23' West 400 feet to termination at an intersection with the southerly line extended westerly of that certain tract of land described in deed to Carl Lund recorded at page 215 of Book 28 Skamania County Deed records.

-1-

RICHARD G. PHILLIPS, JR.  
ATTORNEY AT LAW  
1120 WEST HARRISON AVENUE  
OLYMPIA, WASHINGTON 98502  
TELEPHONE (206) 357-7797



FILED  
SKAMANIA COUNTY WASH  
BY *Susan Lawrence*

JUL 12 12 52 PM '90

*P. Lowry*

GARY K. LUND

2-13-90

situated in the County of Skamania, State of Washington, together with all and singular the tenements, hereditaments, and appurtenances now or hereafter appertaining to or used in connection with the above described premises; and all plumbing, lighting, heating, ventilating, elevating, watering, irrigating apparatus, machinery, and fixtures now or hereafter belonging to or used in connection with the above described premises; and together with all waters, water rights of every kind and description and however evidenced or manifested or which may hereafter be appurtenant or used on said premises or any part thereof, or incident to the ownership thereof or any part thereof, or used in connection therewith; also ditch and all other rights-of-way; and together with all rents, issues and profits of the mortgaged property upon default being declared hereunder; as well as all interest or estate therein that the mortgagors may hereafter acquire, to secure the payment of a certain promissory note executed by the mortgagors in the sum of FOUR THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$4,200.00), in favor of the mortgagee, bearing even date herewith, and payable in the manner and at the times therein set forth.

The mortgagors covenant with the mortgagee as follows: That they are the owners in fee simple of all the above described real estate and that the same is free from all liens or encumbrances whatsoever; that they will, during the continuance of this mortgage, permit no waste of or on said premises; pay before delinquency all lawful taxes for state, county, and municipal purposes and assessments levied upon said land, and keep the same free from all other encumbrances which would or tend to impair mortgagee's security; that they will keep the buildings thereon in good repair and continuously insured by some responsible fire insurance company or companies, satisfactory to the mortgagee, in such amounts as may from time to time be required by the mortgagee, and cause all insurance policies to be properly endorsed payable to the mortgagee, as her interest may appear and delivered to the mortgagee. Should the mortgagors fail to keep any of the foregoing covenants, then the mortgagee may perform them without waiving any other right or remedy herein given for any such breach and all expenditures in that behalf, made by the mortgagee, shall be secured by this mortgage and bear interest at the highest lawful rate and be payable by the mortgagors on demand.

The mortgagors further covenant that they will pay any lawful tax levied on this mortgage or the note it secures, and that if the mortgagee is compelled to pay said tax that this mortgage shall be security for such payment.

In case of default in the payment of said debt or a breach of any of the above covenants, then the entire debt hereby secured shall, at the mortgagee's option, become immediately due without notice, and this mortgage may be foreclosed; time being of the essence of this contract. A receiver may be appointed on motion of mortgagee, without notice, to take charge of said premises and the mortgagee shall have the right upon motion, without notice, to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises. After delinquency the note hereby secured shall bear interest at the highest lawful rate.

BOOK 57 PAGE 686

BOOK 119 PAGE 792

In any suit of action which may be instituted to foreclose this mortgage, the mortgagors agree to pay the mortgagee such sum as attorney's fees as the court may adjudge reasonable, and to pay a reasonable attorney's fee in any suit or action which the mortgagee may defend to protect the lien hereof; and the mortgagor shall further pay the mortgagee the reasonable cost of searching records and abstracting the mortgaged property in any such litigation, which sum shall be secured hereby and may be included in the decree of foreclosure. The mortgagors consent to a personal deficiency judgment for any part of the debt hereby secured. The possession of the premises during the period of redemption is specifically waived by mortgagors.

Upon default under this security instrument or the note of even date herewith, or in the event the ownership of any property described hereon or any interest therein becomes vested in a person other than the mortgagor named in this instrument or in the said note, at the option of the holder, the unpaid balance of said note and any advances made under it, together with interest shall become due and payable, time being of the essence of this contract.

Any waiver of any payment hereunder or under the note of even date herewith at any time, shall not, at any time, be taken to be a waiver of the terms of this instrument or said note and the acceptance of payment upon said indebtedness shall not constitute a waiver of the option of the holder of this instrument, or said note, to accelerate repayment of the entire unpaid balance, unless the holder expressly grants such waiver in writing.

DATED this \_\_\_\_\_ day of January, 1981.

James A. Kallas  
JAMES A. KALLAS

Glenda J. Kallas  
GLENDA J. KALLAS

STATE OF WASHINGTON)

SS.

COUNTY OF SKAMANIA )

On this 2nd day of January, 1981, before me personally appeared JAMES A. KALLAS and GLENDA J. KALLAS, husband and wife, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of January, 1981.

Rosalind M. Davis  
NOTARY PUBLIC in and for the State  
of Washington, residing at Olympia.

Stevenson



RICHARD G. PHILLIPS, JR.  
ATTORNEY AT LAW  
1120 WEST HARRISON AVENUE  
OLYMPIA, WASHINGTON 98502  
TELEPHONE (206) 357-7797

PROMISSORY NOTE

\$4,200.00

~~January~~  
November 2, 1980

We, JAMES A. KALLAS and GLENDA J. KALLAS, husband and wife, promise to pay to ERIKA MARLENE KALLAS or order, at Olympia, Washington, the sum of Four Thousand Two Hundred and no/100 Dollars with interest thereon at the rate of ~~8~~ <sup>8 3/4</sup> per cent per annum from date hereof, Principal and interest all payable upon the 18th Birthday of ERIKA MARLENE KALLAS. This note must be paid earlier if the real property securing this note is sold.

This note shall bear interest at the rate of twelve per cent per annum after maturity or after failure to pay any interest payment, and if this note shall be placed in the hands of an attorney for collection or if suit shall be brought to collect any of the principal or interest of this note we promise to pay a reasonable attorney's fee. Each maker of this note executes the same as a principal and not as a surety.

James A. Kallas  
JAMES A. KALLAS

Glenda J. Kallas  
GLENDA J. KALLAS



91848

EXHIBIT "A"

BOOK 57 PAGE 684

109645

BOOK 119 PAGE 790

## MORTGAGE

The Mortgagors, JAMES A. KALLAS and GLENDA J. KALLAS, husband and wife, of Skamania County, Washington, hereby mortgage to ERIKA MARLENE KALLAS, hereinafter called the Mortgagee, the following described real property, which is not used principally for agricultural or farming purposes, to-wit:

A tract of land located in the Southeast quarter of Section 26, Township 2 North, Range 6 East of the Willamette Meridian, more particularly described as follows:

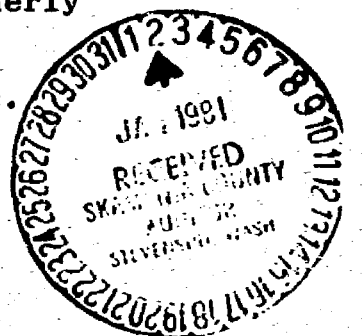
Beginning at a point 899.4 feet North of the Southwest corner of the Southeast quarter of the Southeast quarter of Section 26, said point being the intersection of the North right of way line of the County Road known and designated as Little Street; thence West along said right of way line 30 feet; to the Southeast corner of that tract described as W. C. Howerton tract by Agreement recorded August 16, 1939 in Book 27 page 501 of Skamania County Deed Records; thence North 06°23' West along the Easterly line of said Howerton tract 330 feet; thence West along the North line of said Howerton tract 120 feet; thence South 06°23' East along the West line of said Howerton tract 130 feet to the Northeast corner of that tract described as M.B. Crane tract by Agreement recorded in Book 27 page 501 of Skamania County Deed Records; thence West 142 feet along the North line of said Crane tract and its Westerly extension to the Northwest corner of that tract described as the DuFrane tract in Agreement recorded in Book 27, page 501 of Skamania County Deed Records; thence North along the Northerly extension of the West line of said DuFrane tract to its intersection with the North line of the South one-half of the Southeast quarter of Section 26; thence East along said North line to its intersection with West line of the Southeast quarter of the Southeast quarter; thence South along said West line to the point of beginning.

Together with all that part of the property described in that deed to Russ L. Owens and Donna L. Owens, husband and wife, recorded August 22, 1966 in Book 56 page 203 of Skamania County Deed Records lying westerly of the following described line:

Beginning at a point 967.27 feet North and 205.75 feet East of the Southwest corner of the Southeast quarter of the Southeast quarter of Section 26; thence South 70°40' West 133 feet to the point of beginning, said point is on the North right of way line of the county road known and designated as Little Street, thence North 06°23' West 400 feet to termination at an intersection with the southerly line extended westerly of that certain tract of land described in deed to Carl Lund recorded at page 215 of Book 28 Skamania County Deed records.

-1-

RICHARD G. PHILLIPS, JR.  
ATTORNEY AT LAW  
1120 WEST HARRISON AVENUE  
OLYMPIA, WASHINGTON 98502  
TELEPHONE (206) 357-7787



2-6-26-4-500 503  
501 1005  
502

RECORDER'S NOTE:  
NOT AN ORIGINAL DOCUMENT

FILED FOR RECORD  
SKAMANIA COUNTY WASH  
BY *Susan Lawrence*

JUN 12 12 52 PM '90

GARY H. CLYON

Recorded  
Index  
7-13-90

situated in the County of Skamania, State of Washington, together with all and singular the tenements, hereditaments, and appurtenances now or hereafter appertaining to or used in connection with the above described premises; and all plumbing, lighting, heating, ventilating, elevating, watering, irrigating apparatus, machinery, and fixtures now or hereafter belonging to or used in connection with the above described premises; and together with all waters, water rights of every kind and description and however evidenced or manifested or which may hereafter be appurtenant or used on said premises or any part thereof, or incident to the ownership thereof or any part thereof, or used in connection therewith; also ditch and all other rights-of-way; and together with all rents, issues and profits of the mortgaged property upon default being declared hereunder; as well as all interest or estate therein that the mortgagors may hereafter acquire, to secure the payment of a certain promissory note executed by the mortgagors in the sum of FOUR THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$4,200.00), in favor of the mortgagee, bearing even date herewith, and payable in the manner and at the times therein set forth.

The mortgagors covenant with the mortgagee as follows: That they are the owners in fee simple of all the above described real estate and that the same is free from all liens or encumbrances whatsoever; that they will, during the continuance of this mortgage, permit no waste of or on said premises; pay before delinquency all lawful taxes for state, county, and municipal purposes and assessments levied upon said land, and keep the same free from all other encumbrances which would or tend to impair mortgagee's security; that they will keep the buildings thereon in good repair and continuously insured by some responsible fire insurance company or companies, satisfactory to the mortgagee, in such amounts as may from time to time be required by the mortgagee, and cause all insurance policies to be properly endorsed payable to the mortgagee, as her interest may appear and delivered to the mortgagee. Should the mortgagors fail to keep any of the foregoing covenants, then the mortgagee may perform them without waiving any other right or remedy herein given for any such breach and all expenditures in that behalf, made by the mortgagee, shall be secured by this mortgage and bear interest at the highest lawful rate and be payable by the mortgagors on demand.

The mortgagors further covenant that they will pay any lawful tax levied on this mortgage or the note it secures, and that if the mortgagee is compelled to pay said tax that this mortgage shall be security for such payment.

In case of default in the payment of said debt or a breach of any of the above covenants, then the entire debt hereby secured shall, at the mortgagee's option, become immediately due without notice, and this mortgage may be foreclosed; time being of the essence of this contract. A receiver may be appointed on motion of mortgagee, without notice, to take charge of said premises and the mortgagee shall have the right upon motion, without notice, to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises. After delinquency the note hereby secured shall bear interest at the highest lawful rate.

-2-

RICHARD G. PHILLIPS, JR.  
ATTORNEY AT LAW  
1150 WEST HARRISON AVENUE  
OLYMPIA, WASHINGTON 98502  
TELEPHONE (206) 357-7797

In any suit of action which may be instituted to foreclose this mortgage, the mortgagors agree to pay the mortgagee such sum as attorney's fees as the court may adjudge reasonable, and to pay a reasonable attorney's fee in any suit or action which the mortgagee may defend to protect the lien hereof; and the mortgagor shall further pay the mortgagee the reasonable cost of searching records and abstracting the mortgaged property in any such litigation, which sum shall be secured hereby and may be included in the decree of foreclosure. The mortgagors consent to a personal deficiency judgment for any part of the debt hereby secured. The possession of the premises during the period of redemption is specifically waived by mortgagors.

Upon default under this security instrument or the note of even date herewith, or in the event the ownership of any property described hereon or any interest therein becomes vested in a person other than the mortgagor named in this instrument or in the said note, at the option of the holder, the unpaid balance of said note and any advances made under it, together with interest shall become due and payable, time being of the essence of this contract.

Any waiver of any payment hereunder or under the note of even date herewith at any time, shall not, at any time, be taken to be a waiver of the terms of this instrument or said note and the acceptance of payment upon said indebtedness shall not constitute a waiver of the option of the holder of this instrument, or said note, to accelerate repayment of the entire unpaid balance, unless the holder expressly grants such waiver in writing.

DATED this \_\_\_\_\_ day of January, 1981.

James A. Kallas  
JAMES A. KALLAS

Glenda J. Kallas  
GLENDA J. KALLAS

STATE OF WASHINGTON)

SS.

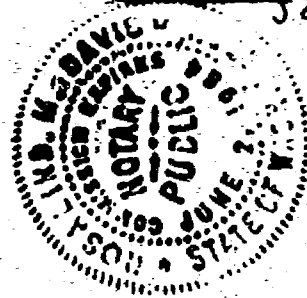
COUNTY OF SKAMANIA )

On this 2nd day of January, 1981, before me personally appeared JAMES A. KALLAS and GLENDA J. KALLAS, husband and wife, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 2nd day of January, 1981.

Rosalind M. Davis  
NOTARY PUBLIC in and for the State  
of Washington, residing at Olympia.

Steele



RICHARD G. PHILLIPS, JR.  
ATTORNEY AT LAW  
1120 WEST HARRISON AVENUE  
OLYMPIA, WASHINGTON 98502  
TELEPHONE (206) 387-7787



91848

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Dillon Rodwell & Hanson

2100 1st St. Astoria

OF Clatsop Co. 18507

AT 125 PM Jan 2 1981

WAS RECORDED IN BOOK 57

OF 1817 AT PAGE 684

RECORDS OF SKAMANIA COUNTY, WASH

E. M. M. M.

CLAT CO. COUNTY CLERK

V. J. J. J.

DEPUTY

Registered ☒  
Indexed, Dir. ☒  
Indirect ☒  
Recorded ☒  
Mailed ☒



## PROMISSORY NOTE

\$4,200.00

~~January~~  
~~November~~ 2, 1988

We, JAMES A. KALLAS and GLENDA J. KALLAS, husband and wife, promise to pay to ERIKA MARLENE KALLAS or order, at Olympia, Washington, the sum of Four Thousand Two Hundred and no/100 Dollars with interest thereon at the rate of ~~8~~ <sup>8 1/2</sup>% per cent per annum from date hereof, Principal and interest all payable upon the 18th Birthday of ERIKA MARLENE KALLAS. This note must be paid earlier if the real property securing this note is sold.

This note shall bear interest at the rate of twelve per cent per annum after maturity or after failure to pay any interest payment, and if this note shall be placed in the hands of an attorney for collection or if suit shall be brought to collect any of the principal or interest of this note we promise to pay a reasonable attorney's fee. Each maker of this note executes the same as a principal and not as a surety.

  
JAMES A. KALLAS  
GLENDA J. KALLAS